

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-02-12880		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 12/23/2002	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 8 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 12:00 PM Eastern Standard Time local time 01/28/2002

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME JEWEL A. CARTER		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202		NUMBER 564-1048		EXT.		C. E-MAIL ADDRESS carter.jewel@epa.gov	
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS		20 CALENDAR DAYS		30 CALENDAR DAYS		___ CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [ ] SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE			

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY	
				CODE:	
				Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA	
				(Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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**PART I - THE SCHEDULE****SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)  
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 20,000 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

**B.2 PERFORMANCE BASED TASKS**

Some work assignments under this contract may be issued on a performance based basis. The issuance of a performance based work assignment (PBWA) for a particular task means that the Contractor will have greater flexibility in its approach to accomplishing a particular task, and that the Government will exert less direction on how the work is to be performed. This concept should allow the Contractor greater latitude to work in a manner best suited for innovation and creativity, while ultimately providing a satisfactory end product. The primary emphasis will be on the final deliverable produced by the Contractor, not the Government directing the Contractor in the methodology used to prepare the deliverable.

Under such a PBWA, the Government will define the basic performance requirements, stating what the function of the end product should be. Specific tasks will be left to the Contractor's discretion as to how the end product can be accomplished in the most effective, desirable and cost efficient manner.

The PBWA will also contain performance evaluation standards and measurement techniques to evaluate the performance of the Contractor on these PBWAs. An example of such standards might be the timely submission of the draft and final deliverables by scheduled due dates. Measurement of these standards might be accomplished by the Project Officer's examination of the draft and final products, and verifications that the deliverables were received on time. The Section B clause entitled "Fee Plan - Performance Based Work Assignments" sets forth the fee incentive plan to be implemented upon evaluation of Contractor performance under such PBWAs.

It is anticipated that by utilizing such performance based tasks, the Program Officials will save time and resources in providing clarification and guidance, and in monitoring Contractor progress. Additionally, the Contractor will be provided greater flexibility and independence in performing the Statement of Work. The Government should ultimately be rewarded with an end product that meets or exceeds the requirement, without expending as many Government resources as typically seen with traditional Statements of Work.

### **B.3 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION**

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within 15 calendar days after receipt of a work assignment, the Contractor shall submit 2 copy(ies) of a work plan to the Project Officer and 1 copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within 45 calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.



(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.

#### **B.4 FEE PLAN - PERFORMANCE BASED WORK ASSIGNMENTS**

(a) Potential fee for performance based work assignments (PBWA) issued under this contract will reflect the same negotiated fixed fee rate as the basic contract (Section B clause entitled "Estimated Cost and Fixed Fee").

(b) Individual PBWA will contain minimum performance standards which shall be objective and measurable. These standards, which will set forth the minimum performance requirements for that PBWA, may vary in number and will be assigned relative weightings of importance in each PBWA.

(c) Within 15 calendar days following the completion of a PBWA, the Project Officer will complete an evaluation of the Contractor's performance under each of the minimum performance standards identified in the PBWA. These individual evaluations or ratings will be used by the Project Officer to determine an overall recommended performance rating for the PBWA. The Project Officer shall forward his/her performance evaluation recommendation to the Contracting Officer who will, in turn, determine the final rating and notify the Contractor in writing of the evaluation findings. Such Contractor notification should occur within 30 calendar days of completion of the PBWA. This overall performance evaluation process and the performance evaluation decision is not subject to the "Disputes" clause contained in this contract.

(d) The overall performance rating will consist of the rating *Meets Standards* or *Fails to Meet Standards*. An overall performance rating of *Meets Standards* will be given when a cumulative total of at least 80% of the

individual performance standard ratings are at the *Meets Standards* level. If less than 80% of the cumulative total of the individual ratings are at the *Meets Standards* level, the Contractor will receive an overall rating of *Fails to Meet Standards*. For example, a performance evaluation might reflect the following weight, rating and score scenario:

<u>Standard</u>	<u>Points</u>	<u>Rating Received</u>
Standard A	3 points	Meets Standards
Standard B	2 points	Meets Standards
Standard C	<u>1 point</u>	Fails Standards
Total Points	6 points	

  

<u>Standard</u>	<u>Points Earned</u>	<u>% of Score</u>
Meets Standards	5 Points	83%
Fails Standards	1 Point	<u>17%</u>
		100%

A contractor receiving this sample rating would receive an overall rating of *Meets Standards* because a cumulative total of 83% of their individual ratings were at the *Meets Standards* level.

(e) The amount of fee earned by the Contractor for a PBWA shall depend on the overall performance rating for the PBWA. The potential fee will be identified in the approved work plan for the PBWA. An overall rating of *Meets Standards* will earn the Contractor 100% of the potential fee for the PBWA. An overall rating of *Fails to Meet Standards* will earn fee at 50% of the potential fee for the PBWA. During the performance of the PBWA, the Contractor may bill fee at only 50% of the total potential fee for that PBWA. Following receipt of the performance rating, the Contractor may bill for the balance of any fee due if the overall rating of *Meets Standards* is achieved.

#### **B.5 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)**

- (a) The estimated cost of this contract is \_\_\_\_\_.
- (b) The fixed fee is \_\_\_\_\_.
- (c) The total estimated cost and fixed fee is \_\_\_\_\_.

#### **B.6 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)**

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of \_\_\_\_\_ is allotted to cover estimated cost. Funds in the amount of \_\_\_\_\_ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through \_\_\_\_\_.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for

security clearances.

17. The actual preparation of an office's official budget request.

**C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)**

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

**C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)**

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency  
Office of Administration  
Facilities Management and Services Division  
Distribution Section  
Mail Code: 3204  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.  
Washington, D.C. 20460  
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

#### **C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)**

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials.

(Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

**SECTION D - PACKAGING AND MARKING**

[For this Solicitation, there are NO clauses in this Section]

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 NOTICE Listing Contract Clauses Incorporated by Reference**

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT
52.246-8	APR 1984	INSPECTION OF RESEARCH AND DEVELOPMENT-- COST-REIMBURSEMENT

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)  
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[X]	<i>Specifications and Guidelines for Quality Systems for Environ mental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[ ]				
[ ]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.



In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

**A. Pre-award Documentation:** The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input checked="" type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent:	

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, \_\_\_\_\_. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

**B. Post-award Documentation:** The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract

<input type="checkbox"/>	Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input checked="" type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Other Equivalent:		<input type="checkbox"/> award of contract <input type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA, \_\_\_\_\_.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

**E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)**

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, TBD is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the location identified on the individual work assignments executed under this contract by the Contracting Officer. Unless notified within 30 days of delivery, the deliverables shall be considered to be acceptable by EPA.

**SECTION F - DELIVERIES OR PERFORMANCE****F.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

**F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) ALTERNATE I (APR 1984) DEVIATION**

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:  
Monthly Progress Reports

In addition, a technical report abstract for each draft final and final technical report shall be submitted in accordance with Attachment 2.

**F.3 MONTHLY PROGRESS REPORT (EPAAR 1552.210-72) (JUN 1996)**

(a) The Contractor shall furnish 3 copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.

(d) The report shall specify financial status at the contract level as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).

(5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.

(6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.

(e) The report shall specify financial status at the work assignment or delivery order level as follows:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.

(5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.

(6) A list of deliverables for each work assignment or delivery order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Cost" or "Limitation of Funds" clauses requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the following addresses on or before the 15<sup>th</sup> of each month following the first complete reporting period of the contract. See EPAAR 1552.232-70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

In accordance with Attachment 2 "Reports of Work"

**F.4 ADVISORY AND ASSISTANCE SERVICES (EPAAR 1552.211-78) (APR 1984)**

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report:

(a) name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

**F.5 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)**

The period of performance of this contract shall be from July 15, 2003

through July 14, 2005 inclusive of all required reports.

**SECTION G - CONTRACT ADMINISTRATION DATA****G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

**G.2 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION**

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block 12 on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule



identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(d) (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

### **G.3 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)**

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

#### **G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION**

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency  
Chief, Cost and Rate Negotiation Service Center  
Office of Acquisition Management (3802R)  
Ariel Rios Building  
1200 Pennsylvania Avenue, N.W.

Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional

amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center  
Period  
Rate  
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

**G.5 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)**

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.6 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)**

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned Project Officer. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

**G.7 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000) DEVIATION**

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

NONE

(c) The Government will provide the following item(s) of Government

property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

NONE

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency  
Property Administration Requirements (PAR)**

**1. PURPOSE.** This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

**2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION.** EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

**3. REQUESTS FOR GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by

the Government.

6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).

7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

**The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.**

**4. TRANSFER OF GOVERNMENT PROPERTY.** When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

**5. RECORDS OF GOVERNMENT PROPERTY.**

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted

to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

**6. INVENTORIES OF GOVERNMENT PROPERTY.** The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

**7. REPORTS OF GOVERNMENT PROPERTY.** In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,'' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to:           EPA CO  
1 copy:               DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

**8. DISPOSITION OF GOVERNMENT PROPERTY.** The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the



inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

**9. CONTRACT CLOSEOUT.** The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

## Attachment 1

**REQUIRED DATA ELEMENTS.** Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost\*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

\* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (AUG 2000)**

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

### **H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)**

#### *(a) Definitions.*

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

*(b) Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

*(c) Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

*(d) Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint

Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Contracting Officer.

**H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)**

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

**H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)**

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) Unless prior written approval is obtained from the cognizant Contracting Officer, the Contractor, during the life of this contract, shall not enter into a contract with any other party to perform work which is related to or

which is being specifically controlled by the Office of Solid Waste (OSW) regulations, standards, or industry requirements for which the Contractor provides regulatory support under the terms of this contract.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

#### **H.6 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)**

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,  
1 = poor,  
2 = fair,  
3 = good,  
4 = excellent,  
5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

0--Contractor is not in compliance and is jeopardizing achievement of contract objectives  
1--Major problems have been encountered  
2--Some problems have been encountered  
3--Minor inefficiencies/errors have been identified  
4--Contractor is in compliance with contract requirements and/or delivers quality products/services  
5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

0--Contractor is unable to manage costs effectively  
1--Contractor is having major difficulty managing costs effectively  
2--Contractor is having some problems managing costs effectively  
3--Contractor is usually effective in managing costs  
4--Contractor is effective in managing costs and submits current, accurate, and complete billings  
5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

0--Contractor delays are jeopardizing performance of contract objectives  
1--Contractor is having major difficulty meeting milestones and delivery schedule



- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;

(4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and

(5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

(1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;

(2) Assign a rating for the business relations performance category (including a narrative for the rating);

(3) Concur with or revise the project officer's ratings after consultation with the project officer;

(4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and

(5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

(1) Review the Report;

(2) Provide a response (if any) to the contracting officer on company letter head or electronically;

(3) Complete contractor representation information; and

(4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

#### **H.7 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION**

The Government has the option to extend the term of this contract for 2 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
Option Period I	July 15, 2005	July 14, 2007
Option Period II	July 15, 2007	July 14, 2008

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

<u>Period</u>	<u>Level of Effort</u> <u>(Direct Labor Hours)</u>
Option Period I	20,000
Option Period II	10,000

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

<u>Option Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____

#### **H.8 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)**

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

<u>Period</u>	<u>Level of Effort</u> <u>(Direct Labor Hours)</u>
Base Period	6,000
Option Period I	6,000
Option Period II	3,000

The Government may issue a maximum of 2 orders to increase the level of effort in multiples of 3,000 hours during any given period.

The estimated cost and fixed fee of each multiple of hours is as follows:

<u>Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	_____	_____	_____
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____

#### **H.9 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)**

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not

dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

**H.10 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)**

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

**H.11 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the

contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

#### **H.12 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)**

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

#### **H.13 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)**

As provided in paragraph (a) (1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

#### **H.14 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)**

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions

and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

**H.15 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)**

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information

to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

#### **H.16 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)**

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including



this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

**H.17 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)**

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

#### **H.18 DATA SECURITY FOR FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-140) (AUG 1993)**

The Contractor shall handle Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information

Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall submit a certification statement to the Chief of the ISB, with a copy to the Contracting Officer (CO), certifying that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority". The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

**H.19 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION**

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

**H.20 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)**

(a) The Contractor shall assign to this contract the following key personnel:

NAMES OF KEY PERSONNEL TO BE IDENTIFIED AT TIME OF AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any

permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

#### **H.21 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)**

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

#### **H.22 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This

is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within \_\_\_\_ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within \_\_\_\_ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date

thereafter by which the Government will respond.

#### **H.23 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)**

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

#### **H.24 ELECTRONIC SIGNATURES (EP-S 00-01) (SEP 2000)**

As authorized by the current EPA Procurement Policy Notice on Electronic Signatures (see URL<<http://www.epa.gov/oam/ptod/>> for latest version), the Government and Contractor agree to accept each other's electronic signature on documents transmitted electronically under this contract. All electronically signed documents must be reproducible in a human-intelligible form and clearly indicate: (1) that the document was electronically signed, (2) who signed the document, (3) the title of the electronic signer, and (4) the date and time it was signed. The parties shall not deny the legal effect, validity, or enforceability of the records containing electronic signatures they transmit and receive on the ground that such records, including the signature(s), are in electronic form.

The receipt date and time of any record shall be the date and time the record is received at the EPA external Lotus Notes Gateway. In the event either party experiences a major system failure which renders the ability to transmit electronic signatures inoperable for more than one business day, the party experiencing the system failure must promptly notify the other party by telephone or by facsimile. While the system is inoperable, the parties may exchange records by facsimile transmissions, with signed originals and copies sent by surface mail or delivered by hand.

The following types of documents shall be issued as signed, paper originals only. [*List types of documents, or insert "None."*]

- Work Assignments (Issuance of)
- WA Amendments
- Technical Direction Documents

At the request of either party, the other party shall provide a duplicate paper original, with a handwritten signature, of the following types of documents. [*List types of documents, or insert "None."*]

- Work Assignments (Issuance of)
- WA Amendments
- Technical Direction Documents

Each party agrees that it will promptly notify the other party of any unauthorized access to, or loss or destruction of electronic records sent or received. Depending on the seriousness of the lapse in computer system security, the contracting officer may modify or suspend the contractor's authorization to use electronic signatures.

**PART II - CONTRACT CLAUSES****SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference**

## NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

## FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.215-10	OCT 1997	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
52.215-12	OCT 1997	SUBCONTRACTOR COST OR PRICING DATA
52.215-15	DEC 1998	PENSION ADJUSTMENT AND ASSET REVERSIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-6	JUL 1996	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-14	DEC 1996	LIMITATIONS ON SUBCONTRACTING
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS



52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.237-3	JAN 1991	CONTINUITY OF SERVICES
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.244-2	AUG 1998	SUBCONTRACTS ALTERNATE II (AUG 1998)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

## **I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION**

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative

standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

### **I.3 NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

### **I.4 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)**

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

### **I.5 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)**

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**I.6 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION**

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery

of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided

in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring

the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to,

Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of



need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(l) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.7 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)**

(a)1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;

(2) The contract number including any alpha-numeric prefix identifying the contracting office;

(3) The name and address of the contracting office:

(4) The total number of bills submitted with the statement; and

(5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

**I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

**I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS****SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

Number	Attachment Title
1	RCRA Hazardous and Solid Waste Support SOW
2	Reports of Work
3	Minimum Standards for EPA Contractors' Conflict of Interest Plans
4	Technical Proposal Instructions
5	Technical Evaluation Criteria
6	Cost Proposal Instructions
7	Rating Definitions
8	Client Authorization Letter
9	Past Performance Questionnaire
10	Invoice Preparation Instructions
11	Sample Work Assignments

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)**

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal

income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other\_\_\_\_\_.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name\_\_\_\_\_

TIN\_\_\_\_\_

**K.3 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT

CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

#### **K.4 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent
--	--

_____	_____
_____	_____

#### **K.5 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)**

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is 5M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it [ ] is, [ ] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it is [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:\_\_\_\_\_.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--



(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)**

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[ ] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[ ] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [ ] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b) (1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.7 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)**

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

**K.8 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)**

The offeror represents that--

(a) It [ ] has, [ ] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [ ] has, [ ] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)**

The offeror represents that--

(a) It [ ] has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or  
(b) It [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**K.11 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b) (1) (A) of EPCRA, 42 U.S.C. 11023(b) (1) (A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.12 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)**

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.  
☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.  
☐ Asian or Pacific Islander.  
☐ Black or African American.  
☐ White.

**K.13 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)**

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

**K.14 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)**

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

**K.15 CONTROL AND SECURITY OF FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-135) (AUG 1993)**

The offeror certifies that--

the Contractor and its employees have read and are familiar with the requirements for the control and security of FIFRA CBI contained in the manual entitled "FIFRA Information Security Manual". (See also EP52.235-140 elsewhere in this solicitation.)

**K.16 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)**

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: \_\_\_\_\_

Title : \_\_\_\_\_

Date : \_\_\_\_\_

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS****L.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

**FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)**

NUMBER	DATE	TITLE
52.204-6	SEP 1999	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER
52.215-1	FEB 2000	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION
52.215-3	OCT 1997	REQUEST FOR INFORMATION OR SOLICITATION FOR PLANNING PURPOSES

**L.2 QUALITY MANAGEMENT PLAN**

As part of the initial offer, offerors shall submit a Quality Management Plan in compliance with Section E clause FAR 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (FEB 1999).

**L.3 QUALITY ASSURANCE PLAN**

The successful offeror shall be required to submit a Quality Assurance Project Plan in compliance with Section E clause FAR 52.246-11 Higher-Level Contract Quality Requirement (Government Specification) (FEB 1999).

**L.4 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)**

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.5 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee contract resulting from this solicitation.

**L.6 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)**

- (a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Jewel A. Carter

**Hand-Carried Address:**

Environmental Protection Agency  
1300 Pennsylvania Avenue, N.W.  
Room # 61190  
Mail Code 3805R  
Washington, DC 20004  
Telephone: 202-564-1048  
FAX: 202-565-2557

**Mailing Address:**

Environmental Protection Agency  
1200 Pennsylvania Avenue, N.W.  
Mail Code 3805-R  
Washington, DC 20460  
Telephone: 202-564-1048  
FAX: 202-565-2557

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.7 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arinet.gov/far/>

**L.8 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)**

- (a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its



proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

**L.9 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180)  
(AUG 1984)**

For proposal preparation purposes, offerors may assume a contract start date of July 15, 2003 and that the required effort will be uniformly incurred throughout each contract period.

**L.10 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL AND COST OR PRICING PROPOSALS (EPAAR 1552.215-73) (AUG 1993) DEVIATION**

(a) Technical proposal instructions.

(1) Submit your technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the technical proposal.

(2) Special technical proposal instructions: See Attachment #4

(b) Cost or pricing proposal instructions: See Attachment #6

In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the financial data required under 1552.215-73(b) (2) through (b) (7), if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

(1) General - Submit cost or pricing information on Standard Form 1448, Proposal Cover Sheet (Cost or Pricing Data Not Required), prepared in accordance with FAR Table 15-3, Instructions for Submission of Information Other Than Cost or Pricing Data and the following:

(i) Clearly identify separate cost or pricing information associated with any:

(A) Options to extend the term of the contract;

(B) Options for the Government to order incremental quantities; and/or

(C) Major tasks, if required by the special instructions.

- (ii) If the contract schedule includes a "Fixed Rates for Services" clause, please provide in your cost proposal a schedule duplicating the format in the clause and include your proposed fixed hourly rates per labor category for the base and any optional contract periods.
- (iii) Submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

(2) Direct Labor.

- (i) Attach support schedules for each proposed labor category, indicating both proposed hours and rates. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that for the technical effort.
- (ii) Explain the basis of the proposed labor rates, including a complete justification for all judgmental factors used to develop weights applied to your company's category or individual rates that comprise the rates for labor categories specified in the solicitation. This explanation should describe how your technical approach coincides with the proposed costs.
- (iii) Describe for each labor category proposed your company's qualifications and experience requirements. If individual rates are used, provide the employee's name. If specific individuals are identified in the technical proposal, correlate these individuals with the labor categories specified in the solicitation.
- (iv) Provide a matrix summarizing the effort proposed, including the subcontracts, by professional and technical level specified in the solicitation.
- (v) Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (Percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date).

- (vi) State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- (vii) With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
  - (A) Individual's name;
  - (B) Annual salary and the period for which the salary is applicable;
  - (C) List of other research Projects or proposals for which salaries are allocated, and the proportionate time charged to each; and
  - (D) Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charges as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)
- (3) Indirect costs (overhead, general, and administrative expenses).
  - (i) If your rates have been recently approved, include a copy of the rate agreement.
  - (ii) Submit supporting documentation for rates which have not been approved or audited.
- (4) Travel expense.
  - (i) If the solicitation specifies the amount of travel costs, this amount is exclusive of any applicable indirect costs and fee.
  - (ii) Attach a schedule illustrating how travel was computed. Include a breakdown indicating number of trips, number of travelers, destination, purpose and cost.
- (5) Subcontracts. Identify the subcontractors. State the amount of service estimated to be required and the quoted daily or hourly rate.
- (6) Equipment, facilities and special equipment, including tooling.
  - (i) If direct charges for use of existing contractor equipment are proposed, provide a description of these items.
  - (ii) If equipment purchases are proposed, provide a description of these items, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds. (Unless specified elsewhere in this

solicitation, FAR 45.302-1 requires contractors to furnish all facilities in performance of contracts with certain limited exceptions.)

- (iii) Identify Government-owned property in the possession of the offeror or proposed to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- (iv) Submit proposed rates or use charges for equipment, along with documentation to support those rates.

(7) Other Direct Costs (ODC).

- (i) Attach a schedule detailing how other direct costs were computed. Identify the major ODC items that under your accounting system would be a direct charge on any resulting contract.
- (ii) If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- (iii) If any of the cost elements identified as part of the specified other direct costs are recovered as an indirect cost, in accordance with the offeror's accounting system, those costs should not be included as a direct cost. Complete explanation of this adjustment and the contractor's practice should be provided.
- (iv) Provide dollars per LOE hour on similar contracts or work assignments.

**L.11 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)**

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$500,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least five (5) contracts and subcontracts completed in the last five (5) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.

- (c) Contract title.
  - (d) Contract type.
  - (e) Brief description of contract or subcontract and relevance to this requirement.
  - (f) Total contract value.
  - (g) Period of performance.
  - (h) Contracting officer, telephone number, and E-mail address (if available).
  - (i) Program manager/project officer, telephone number, and E-mail address (if available).
  - (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
  - (k) List of subcontractors (if applicable).
  - (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.
- (c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.
- (1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.
  - (2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.
  - (3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.
  - (4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.
- (d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

## **L.12 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)**

Offerors must submit all technical questions concerning this solicitation in

writing to the contract specialist and contracting officer. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions.

**L.13            RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT (EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.14            EVALUATION OF OTHER DIRECT COSTS (EP 52.215-130) (APR 1984)**

For evaluation purposes, offerors shall propose the following amounts:

SEE ATTACHMENT 6 "COST PROPOSAL INSTRUCTIONS"

**L.15            SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72) (OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract;

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

**L.16 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100)  
(FEB 1991)**

This new procurement is being processed as follows:

(a) Type of set-aside: Small Business

Percent of the set-aside: 100%

(b) 8(a) Program: Not Applicable

**L.17 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR  
1552.233-70) (JUL 1999)**

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.



**SECTION M - EVALUATION FACTORS FOR AWARD****M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

**M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)**

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

**M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)**

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant sub-factors to determine quality of product or service, incorporated in Attachment 5 "Technical Evaluation Criteria", listed in order of importance:

1. Technical Approach (2 subsets: Sample Work Assignments & pop quiz questions)
2. Key Personnel (2 subsets: oral& written)
3. Management Approach
4. Past Performance

NOTE: There are no subsets for the Management Approach and Past Performance criteria.

#### **M.4 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES**

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

#### **M.5 RATING DEFINITIONS**

The evaluation rating scheme to be applied to the "Technical Evaluation Criteria" (Attachment 5) is defined in Attachment 7 entitled "Rating Definitions".

**M.6 EVALUATION OF CONFLICT OF INTEREST PLAN (LOCAL LRT-09-07) (DEC 2001)**

The plan described in Section L entitled, "Conflict of Interest Plan" will be evaluated as acceptable or not acceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that ultimately is unacceptable after the completion of negotiations will not be eligible for a contract award. The contractor's COI plan will be evaluated as part of the contractor's responsibility determination.

**M.7 MINIMUM STANDARDS FOR EPA CONTRACTOR'S CONFLICT OF INTEREST PLANS (LOCAL LRT-09-08) (DEC 2001)****1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI plan.

**2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company uses to identify and report COI. Generally, a contractor's corporate COI plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractor's COI Plans should be identified by a version number, date, and applicable CO for any previously approved COI Plan.

**3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS****A. Corporate Structure**

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COS when evaluating whether or not a contractor has a COI.

## B. Searching and Identifying COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the last three years, all current work, all sites (if applicable) and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

## C. Data Base

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities.

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed and any other pertinent information;
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of site name(s) (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

## D. Personal Certification

At a minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, or work that may endanger a CERCLA enforcement action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employee certifications shall be retained by the company.

E. Work Assignment (WA), Technical Direction Document (TDD), or Delivery Order (DO) Notification and Certification

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification within 20 days of receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. Annual Certification

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains a WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certifications.

G. Notification and Documentation

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determination, e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts.

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. Training

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. Subcontractor's COI Plans

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important

that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 1

STATEMENT OF WORK: RCRA HAZARDOUS & SOLID WASTE SUPPORT

## **CONTRACT OVERVIEW**

### **SCOPE OF WORK**

#### **TASK I: GENERAL ACTIVITIES**

SUBTASK IA: RESEARCH AND ANALYSIS ACTIVITIES

SUBTASK IB: ISSUE ANALYSIS

SUBTASK IC: BRIEFINGS, MEETINGS, CONFERENCE  
CALLS

SUBTASK ID: TRAINING PROGRAMS

#### **TASK II: RCRA SUBTITLE C PROGRAM ACTIVITIES**

SUBTASK IIA: RCRA IMPLEMENTATION

SUBTASK IIB: RCRA PERMITTING

SUBTASK IIC: RCRA CLOSURE/POST-CLOSURE

SUBTASK IID: RCRA CORRECTIVE ACTION

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#### **TASK III: RCRA SUBTITLE D PROGRAM ACTIVITIES**

#### **TASK IV: SPECIFIC PROGRAMMATIC ACTIVITIES**

SUBTASK IVA: PUBLIC INVOLVEMENT

SUBTASK IVB: ENVIRONMENTAL JUSTICE

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SUBTASK IVF: MIXED WASTE

SUBTASK IVG: INFORMATION SYSTEMS

SUBTASK IVH: CAPACITY ASSURANCE

SUBTASK IVI: FINANCIAL RESPONSIBILITY

SUBTASK IVJ: TRIBAL LAND ISSUES

SUBTASK IVK: HAZARDOUS WASTE COMBUSTION  
PERMITTING

#### **TASK V: SPECIAL STUDIES/NEW INITIATIVES**



## **RCRA HAZARDOUS AND SOLID WASTE SUPPORT CONTRACT**

### **I. BACKGROUND**

Congress passed the Solid Waste Disposal Act (SWDA) in 1965. This statute provided the basis for regulating the proper management of solid waste. This law went through several major amendments which resulted in the Resource Conservation and Recovery Act (RCRA) of 1976. In addition, RCRA was amended by the Hazardous and Solid Waste Amendments (HSWA) in 1984.

Subtitle C of the Resource Conservation and Recovery Act (RCRA) requires the U.S. Environmental Protection Agency (EPA) to develop, promulgate, and implement regulations which control the generation, transportation, treatment, storage, and disposal of hazardous waste.

RCRA also provides for states to receive authorization from EPA to carry out a hazardous waste program in lieu of the Federal program, including the issuance and enforcement of permits for the treatment, storage, or disposal of hazardous waste. On May 19, 1980, EPA issued its initial set of hazardous waste regulations. Since that time many additional regulations have been issued and the Federal hazardous waste management program is fully underway. New waste management legislation requirements may further expand or change the Agency's authority during the course of the contract.

### **II. PURPOSE OF THE PROGRAM**

The EPA's Office of Solid Waste is responsible for the implementation of RCRA Subtitle C and Subtitle D programs.

#### **A. Subtitle C**

OSW has responsibility for the development and national direction of the hazardous waste permit, closure, post-closure, corrective action, and state authorization programs. OSW provides oversight, guidance, and support for the regional offices and states in implementing hazardous waste programs under Subtitle C.

**B. Subtitle D**

OSW also oversees implementation of the RCRA Subtitle D program which deals with the management of non-hazardous waste. The Agency has an implementation strategy which focuses on a variety of Subtitle D issues including permitting activities, monitoring and enforcement, training, and regional and state coordination.

**III. SCOPE OF WORK**

The contractor shall develop implementation procedures, conduct policy analyses, gather data on program status, perform public involvement activities and other efforts associated with the implementation of RCRA. The contractor shall, under EPA's oversight, develop and conduct training for the RCRA program for use in EPA Headquarters and Regions, States, regulated community, and/or the public. The contractor shall provide expertise and recommendations regarding issues and methods concerning the delegation and oversight of state programs. The contractor shall provide background information, detailed analyses, recommendations and options in support of EPA in its development and administration of regulations and Agency policy.

The Contracting Officer will issue work assignments for all work required under this contract in accordance with the terms and conditions of the contract. All analyses and evaluations will be performed in accordance with protocols/criteria defined in work assignments. The contractor shall submit all work products generated under this contract in draft for review and approval by appropriate Government personnel prior to preparation and issuance in final, in accordance with the terms and conditions of the contract. The Government shall make all final policy, regulatory, and interpretive decisions resulting from contractor-provided advice and assistance under this contract. The contractor shall not provide any legal services under this contract. Contractor personnel shall wear prominently displayed badges identifying themselves as contractors when participating in meetings, or when otherwise interacting with EPA officials, federal agencies, state, local governments, business, industry and the general public.

The contractor shall provide technical and support services required by the EPA in order to meet program objectives in the areas of activities cited under Section II.

**IV. DESCRIPTION OF TASKS**

The following are general task areas that serve as a foundation for specific work assignments to be issued under the contract. Reports, analyses, recommendations and other written deliverables shall be in compliance with applicable minimum performance requirements specified under Section V of the Statement of Work. The contractor shall furnish all

personnel, services, equipment and materials needed to perform the tasks described below.

1. **RESEARCH AND ANALYSIS ACTIVITIES.** The contractor shall provide research, analysis, and recommendations to support regulation development.
2. **ISSUE ANALYSIS.** The contractor shall provide research and analysis of issues, in support of EPA development and preparation of guidance documents with respect to the RCRA program.
3. **BRIEFINGS, MEETINGS AND CONFERENCE CALLS.** The contractor shall plan, coordinate and assist with conferences, face to face as well as Web-based and satellite seminars, briefings, public hearings, meetings, workshops, and other programs or community-related activities.
4. **TRAINING PROGRAMS.** The contractor shall develop and conduct training programs.
5. **RCRA IMPLEMENTATION.** The contractor shall support EPA in the review and analysis of the progress and effectiveness of RCRA program implementation.
6. **RCRA PERMITTING.** The contractor shall provide analytical support and options concerning EPA's development of improved permitting regulations, amendments, guidance or policy relevant to existing regulations for treatment storage, and disposal facilities (TSDFs).
7. **RCRA CLOSURE/POST CLOSURE.** The contractor shall support EPA in its policy analysis, regulatory and development analysis, guidance development and public comment analysis for closure and post closure.
8. **RCRA CORRECTIVE ACTION.** The contractor shall support EPA in its policy analysis, regulatory and development analysis, guidance development and public comment analysis for corrective action.
9. **RCRA STATE AUTHORIZATION.** The contractor shall provide analytical, technical and management support for the RCRA State Authorization Program.
10. **RCRA SUBTITLE D PROGRAM ACTIVITIES.** The contractor shall provide technical, as well as procedural support to EPA in its implementation and management of the solid waste program.
11. **PUBLIC INVOLVEMENT.** The contractor shall provide EPA with research assistance, as well as regulatory analysis support on the public involvement aspects of the RCRA program.

Assistance shall include drafting and designing informational booklets, pamphlets and/or packets that recommend or describe public involvement strategies and activities.

12. **ENVIRONMENTAL JUSTICE.** The contractor shall provide EPA with research assistance, as well as, regulatory analysis support regarding the environmental justice aspects of the RCRA program.
13. **POLLUTION PREVENTION.** The contractor shall support EPA's efforts to promote pollution prevention at RCRA regulated facilities.
14. **WASTE MINIMIZATION.** The contractor shall support EPA in promoting waste minimization, especially in recycling programs, and through education, conferences, facility inspections, and permit conditions.
15. **MILITARY MUNITIONS RULE.** The contractor may support EPA efforts in implementing the Military Munitions Final Rule published in February, 1997.
16. **MIXED WASTE.** The contractor shall research and draft guidance and other documents for EPA's approval.
17. **INFORMATION SYSTEMS.** The contractor shall collect, analyze, enter, report and document data using existing EPA information systems and tools.
18. **CAPACITY ASSURANCE PLANNING.** The contractor shall compile and analyze data necessary to accurately characterize state hazardous and solid waste disposal capacity.
19. **FINANCIAL RESPONSIBILITY.** The contractor shall provide research and analysis supporting EPA's study of financial responsibility issues.
20. **TRIBAL LAND ISSUES.** The contractor shall provide research and analysis supporting EPA's study of solid and hazardous waste issues on tribal lands.
21. **HAZARDOUS WASTE COMBUSTION PERMITTING.** The contractor shall provide analytical and implementation support concerning EPA's hazardous waste combustion permitting, including the transition of certain requirements to the Clean Air Act National Emission Standards for Hazardous Air Pollutants.
22. **SPECIAL STUDIES.** The contractor shall perform special studies as determined by EPA to support waste management activities.

**TASK I: GENERAL ACTIVITIES****SUBTASK IA: RESEARCH AND ANALYSIS ACTIVITIES**

In support of EPA's development of regulations establishing standards which control the treatment, storage, and disposal of hazardous waste at hazardous waste management facilities as well as procedural requirements, the contractor shall provide appropriate research, analysis, recommendations and other associated support activities to support regulation development. At a minimum, the contractor shall:

- Draft associated issue papers;
- Prepare background documents;
- Conduct analysis of public comments; and
- Make inquiries concerning issues of regulation implementation

**SUBTASK IB: ISSUE ANALYSIS**

In support of EPA's development and preparation of guidance documents with respect to the RCRA program, the contractor shall:

- Provide appropriate research and analysis of issues;
- Resolve technical problems;
- Analyze and retrieve data;
- Analyze public and Agency comments; and
- Draft documents.

**SUBTASK IC: BRIEFINGS, MEETINGS, CONFERENCE CALLS**

The contractor shall support the Agency's conduct of briefings, meetings, and conference calls. Also, the contractor shall:

- Prepare draft of meeting minutes;
- Review and assemble all written and verbal materials;
- Provide logistical and analytical support;
- Supply audio-visual aids; and
- Provide briefing packages and other materials;

**SUBTASK ID: TRAINING PROGRAMS**

The contractor shall develop program-specific training and courses, subject to EPA review and approval, in the application of RCRA practices, procedures, and management. The contractor shall provide personnel and materials to implement and conduct the training. The

following are examples of the types of program-specific training that may be required under specific work assignments:

- Prepare, and conduct new and/or modify existing RCRA training to audiences which may include Federal, regional, state, members of the regulated community, and the general public;
- Conduct all necessary data gathering, and interviewing;
- Prepare EPA-reviewed and approved handouts;
- Provide training materials, and audio-visual equipment;
- Provide the training facility and video taping of the training sessions for future use;
- Design, develop and prepare post-evaluation forms for training attendees at program-specific training sessions. Contractor shall obtain assessment of and comments on training sessions through post-training evaluation forms; 80% favorable evaluation results shall serve as evidence of successful training presentations;
- Submit draft and final outlines, course material and other deliverables for WAM approval prior to conducting training sessions;
- Specific procedures for submission of draft and final training material shall be in accordance with specific work assignments;
- Obtain WAM review and approval of all training materials prior to their use in training sessions; and
- Detailed minimum requirements for training is provided under SOW Section V.

## **TASK II: RCRA SUBTITLE C PROGRAM ACTIVITIES**

### **SUBTASK IIA: RCRA IMPLEMENTATION**

The contractor shall support EPA in the review and analysis of the progress and effectiveness of RCRA program implementation. The contractor shall organize information on permitting, corrective action, closure, state authorization, enforcement, and implementation to assist EPA in analyzing the impacts of Federal and state hazardous and solid waste proposed legislation or amendments, rulemakings or guidance. EPA will then review this information to determine how it could affect EPA's implementation of additional legislation, including the re-authorization of the act. This includes implementation of RCRA regulations not promulgated at the time of the request for proposals, and new and pending rulemakings. The contractor shall:

- Prepare draft summaries of RCRA regulations and guidance documents;
- Draft final strategies describing implementation policies and approaches, time frames, responsibilities and outputs including outreach and public outreach activities;
- Analyze regulations, Agency policy documents, externally prepared reports;
- Interview headquarters, regional, and state personnel; and
- Collect data from regions and states.

## **SUBTASK IIB: RCRA PERMITTING**

Any facility that treats, stores, or disposes of hazardous waste must have a RCRA permit. Unit-specific technical standards for permitting are found in Part 264 of the Code of Federal Regulations (Interim status standards appear in Part 265). Procedural requirements for permitting are found in Parts 124 and 270 of the Code of Federal Regulations. The contractor shall:

- Provide analytical support and options concerning EPA's development of improved permitting regulations, amendments, guidance or policy relevant to existing regulations for treatment, storage, and disposal facilities (TSDFs);
- Provide review of data and comment on permits;
- Perform analyses of issues indicating areas of permit process improvements;
- Provide summaries of EPA technical assistance and guidance for distribution to the EPA regional and state permit writers;
- Evaluate permitting operations and compile permitting information for use by regional and state personnel in evaluating RCRA permits;
- Perform review and analyses of data submitted to EPA by facilities in support of requests for a waiver or a variance;
- Provide support for the study of Subpart X issues including compliance with applicable regulations, and cross-media impacts on air and water resources;
- Provide support to regions and states in the processing of permit applications for the U.S. sites designed to destroy chemical (nerve) agents (both stockpile and non-stockpile);
- Conduct reviews of facility certification of pre-compliance, and compliance with test notifications and permit requirements;
- Draft waste combustion guidance;
- Develop incinerator permitting training workshops; and
- Provide technical expertise on permitting conditions and trial burn results.
- Provide support for the analysis of the RCRA air emissions rules in subparts AA, BB, and CC.

## **SUBTASK IIC: RCRA CLOSURE/POST-CLOSURE**

The administrative and technical requirements for closure and post-closure are found in Part 265 Subpart G. The goals of the RCRA closure and post-closure program are to ensure that owners or operators of facilities have planned for the kinds of activities necessary to close the facility properly and to provide for post-closure care. Additional goals include ensuring that the facility is closed in a manner that minimizes escape of hazardous waste to the environment; and ensuring that the facility is monitored after it is closed to detect possible

new contamination. The contractor shall:

- Support EPA in its policy analysis, regulatory development analysis, guidance development and public comment analysis for closure and post-closure;
- Assess closure and post-closure care requirements;
- Support policy and regulatory development initiatives;
- Prepare Subpart G guidance to reflect regulatory changes made by EPA;
- Draft briefing materials and other related documents for EPA's use;
- Perform data collection and analysis; and
- Prepare guidance manuals and training requirements.

### **SUBTASK IID: RCRA CORRECTIVE ACTION**

The 1984 Hazardous and Solid Waste Amendments (HSWA) established broad new authorities in the RCRA program for cleanup of releases of hazardous waste or hazardous constituents from solid waste management units at facilities where releases pose a threat to human health and the environment. EPA is currently developing and implementing a number of initiatives all designed to accomplish the following objectives: (1) get cleanups done faster by focusing on results; (2) enhance the role of state partners in implementing the Corrective Action Program; (3) use innovative, practical approaches to cleanup facilities; and, (4) promote better communication among all stakeholder, including EPA, the states, facility owners and operators and affected communities. There are six specific initiatives that shall be addressed.

#### **A. Hazardous Waste Identification Rule for Contaminated Media**

The overall goal of this rule is to better connect the risks posed by media that is contaminated with hazardous wastes to the regulations that apply to it, and to address the problem areas involved in the remediation of contaminated media. The contractor shall:

- Support EPA in implementing its final regulations;
- Provide logistical support of meetings, briefings, and workshops;
- Assist with training initiatives;
- Perform reviews and analyses; and
- Prepare guidance documents.

#### **B. Corrective Action Regional Reviews**

With the enactment of HSWA in 1984, the amendments provided EPA with Corrective action enforcement authority. Since 1980, the EPA regions and authorized states have implemented the Corrective Action Program and initiated many cleanup activities. Given the scale of current national activities in this area, there is a need to assess the national program



through examination of the technical and policy decisions in issuing corrective action orders. The review is intended to give the Agency a better understanding of the national program and to assist the Agency and states in improving the program's continued development and management. At a minimum, the contractor shall:

- Provide logistical support for meetings and workgroups;
- Perform reviews and analyses; and,
- Collect and evaluate data pertaining to program implementation.

### **C. Corrective Action Management Unit (CAMU) Rule**

The rule establishes standards for corrective action management units. A CAMU is a physical, geographical area designated by EPA or states for managing remediation waste during corrective action. These management standards allow remediation waste to be managed in a unit without having to comply with land disposal restriction treatment standards, or the minimum technical requirements for land-based treatment, storage, or disposal units. The contractor shall:

- Provide the Agency with implementation support for the CAMU rule;
- Provide logistical support for meetings and workgroups;
- Perform reviews and analyses;
- Collect and evaluate data pertaining to rule implementation;
- Provide training support; and
- Prepare guidance documents.

### **D. Environmental Indicators**

Two environmental indicators are being used as the primary goal for the Corrective Action Program in response to the Government Performance and Results Act. They are (a) control of current human exposure (CA-725), and (b) control of migration of contaminated groundwater (CA-750). At a minimum, the contractor shall support EPA in its implementation of these environmental indicators through support in training, guidance development, meeting logistics, and general review and analyses of related issues.

### **E. Web-site Development**

The contractor shall provide support to EPA in its development and maintenance of OSW's websites including the RCRA Corrective Action internet website, and in the analysis and presentation of corrective action information collected in the EPA's RCRAInfo data management system.

## **F. Guidance Development**

The contractor shall provide support to EPA in its development of technical and policy guidance for the RCRA Corrective Action Program. This support shall include developing draft documents, assisting in peer review, and addressing comments and finalizing guidance documents.

### **SUBTASK IIE: RCRA STATE AUTHORIZATION**

The contractor shall provide analytical, technical and management support for the RCRA State Authorization Program. The contractor shall:

- Support efforts by EPA Headquarters to develop authorization procedures and guidance;
- Analyze state statutes and regulations for consistency with Federal requirements;
- Codify authorized state hazardous waste programs;
- Assist EPA in its development of state authorization guidance;
- Support the Agency's development of regulations for 40 CFR Part 271;
- Conduct background research and surveys;
- Provide research on regulatory and preamble language;
- Analyze public comments;
- Prepare briefing materials; and,
- Provide assistance to EPA in its development of state authorization oversight policies.
- Provide support to EPA in maintenance of OSW's state authorization website and The State Authorization Tracking System data-base.

### **TASK III: RCRA SUBTITLE D PROGRAM ACTIVITIES**

The main goals of the RCRA Subtitle D program, which primarily deals with the management of non-hazardous solid waste, are to promote environmentally sound disposal methods, maximize the use and reuse of recoverable resources, and foster resource conservation. The contractor shall provide technical as well as procedural support to EPA in its implementation and management of the solid waste program. The contractor shall:

- Draft procedures for State Subtitle D permit programs;
- Review state applications for permit program approval;
- Draft oversight guidance and procedures;
- Provide logistical support for meetings, briefings, and workshops;
- Support resolution of State and Tribal Subtitle D program approval issues;
- Assist with training initiatives;
- Perform reviews and analysis; and prepare guidance documents.

## **TASK IV: SPECIFIC PROGRAMMATIC ACTIVITIES**

### **SUBTASK IVA: PUBLIC INVOLVEMENT**

Providing earlier and better public participation during the permitting process. EPA promulgated requirements in 1995 to provide additional opportunities for the public to be involved in the RCRA permitting process. Owners and operators of new facilities, as well as, those seeking to renew a permit or modify a facility, must comply with the requirements (40 CFR Part 124 and 270) to inform and involve the public early in the process. To facilitate EPA's implementation of the program, the contractor shall conduct research, draft policies or recommendations, and design pamphlets/booklets, to enhance public involvement strategies and activities at RCRA facilities. The contractor shall:

- Provide research, review, and analysis;
- Assist with data quality efforts;
- Develop and provide training;
- Develop public involvement plans;
- Address permit appeals; and
- Provide mechanisms of public participation.

Public involvement activities will adhere to the RCRA Expanded Public participation regulations and the 1996 RCRA Public Participation manual.

### **SUBTASK IVB: ENVIRONMENTAL JUSTICE**

Environmental justice refers to the fair distribution of environmental risks across socioeconomic and racial groups. EPA encourages permitting agencies and facilities to use all reasonable means to ensure that all segments of the population have an equal opportunity to participate in the permitting process and have equal access to information in the process. The contractor shall:

- Assist EPA in developing RCRA environmental justice recommendations;
- Conduct reviews and analysis of environmental justice issues;
- Address permitting issues as they relate to environmental justice; and,
- Support EPA's participation in studies, including GAO studies, regarding environmental justice issues related to the siting and permitting of hazardous waste facilities.

### **SUBTASK IVC: POLLUTION PREVENTION**

The Pollution Prevention Act (PPA) of 1990 restated the national policy to be that pollution

prevention is the preferred waste management strategy. Technical and administrative support shall be used to support government efforts in such activities as education, training, facility inspections, enforcement actions, and permit condition establishment. The contractor shall:

- Conduct and review pollution prevention assessments. Assessments will document the flow of chemicals and materials through a facility, document waste streams and their sources, raise awareness of pollution prevention opportunities, and serve to integrate pollution prevention into organizational structures;
- Gather and organize information on pollution prevention efforts for EPA, state, industry, and community use;
- Track environmental progress of pollution reduction accomplishments;
- Coordinate data collection and analysis;
- Prepare handouts, pamphlets, slide shows, video tapes, and other material. The contractor shall submit all materials to EPA for approval prior to distribution;
- Distribute materials using mailing lists, advertisements, or through community groups; and
- Arrange meetings and workshops, including teleconferencing.

#### **SUBTASK IVD: WASTE MINIMIZATION**

Waste minimization is similar to pollution prevention but additionally includes reducing the waste stream through reuse, recycling, and treatment to reduce the waste to be disposed. The contractor shall:

- Draft and distribute EPA-approved fact sheets concerning new developments, demonstrations, or applications in waste minimization technology;
- Develop and maintain mailing lists for appropriate audiences; provide background research, and develop presentation material to support conferences, seminars, and training sessions that promote and instruct in waste minimization technology; all materials will be submitted to EPA for approval prior to distribution and/or presentation;
- Review waste minimization plans;
- Provide market analysis and evaluation of supply and demand for recyclable material;
- Develop strategies and activities to increase the recovery of recycled material, the use of reclaimed materials in manufacturing, and procurement of recycled content materials.

#### **SUBTASK IVE: MILITARY MUNITIONS RULE**

- Review various DOD documents for RCRA compliance/consistency; and

- Draft implementation guidance;
- Evaluate unexploded ordinance (UXO) detection technologies and procedures;
- Evaluate range cleanup technologies and plans; and,
- Evaluate the Range Rule being developed by DOD for RCRA equivalency and protectiveness.

#### **SUBTASK IVF: MIXED WASTE**

EPA is responsible for the development of policy, guidance, regulations and outreach materials for the authorized states and regions that are implementing programs for the regulation of mixed hazardous/radioactive waste. At a minimum, the contractor shall:

- Research and draft guidance or other documents for EPA's approval;
- Prepare training/briefing materials for outreach programs; and
- Coordinate data collection and analysis.

#### **SUBTASK IVG: INFORMATION SYSTEMS**

EPA databases and information systems are used to support the EPA hazardous waste program, and include automated data systems, electronic bulletin board applications, geographic information system applications, and media-specific information systems such as the Biennial Report System (BRS). The information systems also include regulation policy and guidance, scientific and engineering information sources, and other government agency and private sector sources. The contractor shall:

- Support EPA in the design and development of functional specifications for additions and modifications to existing databases and information systems;
- Support EPA in the design and development of new databases and automated data/information retrieval systems, as necessary; and
- Provide technical support for all aspects of the operation of specific OSW/EPA hazardous waste databases.
- Support for the creation and maintenance of data base systems designed to record and sort various data elements, provide charts, graphs and other such displays as required.
- Provide technical support for the creation of new RCRA program documents and/or conversion of existing RCRA program documents, including text, graphics, audio, and video formats, into electronic formats. Support in this area shall include creation, modification, and maintenance of multi-media Internet and intranet Web pages to incorporate the electronic documents; creating, converting, loading, and maintaining electronic documents to Internet and intranet list servers, electronic bulletin boards, and local/wide area networks; and publishing of documents and materials on electronic media, including fixed and removable magnetic media, and on WORM and

- re-writable optical media including CD-R, CD-ROM and successor technologies.
- All information products and/or services developed or supported under this contract shall implement applicable EPA policies, standards and procedures, particularly with regard to issues of information security, and accessibility for services which are made available over the Internet or Intranet. Where applicable, the contractor shall prepare documentation necessary for OSW, OSWER/SIRMO and/or IRM approval.

#### **SUBTASK IVH: CAPACITY ASSURANCE PLANNING**

A capacity assurance plan is a written statement which ensures that a state has hazardous waste treatment and disposal capacity. The capacity must be for facilities that are in compliance with RCRA Subtitle C requirements and must be adequate to manage hazardous wastes projected to be generated within the state over 20 years. The contractor shall:

- Assist with the effort to compile data necessary for states to produce a capacity assurance plan; and,
- Analyze data on waste generation, and treatment and disposal capabilities.

#### **SUBTASK IVI: FINANCIAL RESPONSIBILITY**

The contractor shall provide support for RCRA in the areas of financial responsibility for closure/post-closure, corrective action, and third party liability; financial assurance for corrective action, risk assessment and environmental analyses; and CERCLA 108 (b) financial responsibility. The contractor shall:

- Provide research, analysis, and recommendations supporting EPA's study of financial responsibility issues;
- Perform regulatory and options analysis, and guidance analysis;
- Perform analysis of public comments;
- Develop issue papers;
- Support regulatory and implementation efforts; and
- Develop training programs.

#### **SUBTASK IVJ: TRIBAL LAND ISSUES**

EPA is responsible for oversight and implementation of the RCRA Subtitle C hazardous waste management program on tribal lands. Indian tribes are increasingly interested in developing solid and hazardous waste management programs and in implementing the RCRA program. EPA is undertaking a number of initiatives to promote these activities. The contractor shall, at a minimum:

- Provide recommendations for legislative, regulatory, policy, and outreach initiatives

- related to the implementation of the RCRA program on tribal lands;
- Develop guidance and training programs;
- Provide logistic support for meetings, workgroups, and conferences; and,
- Promote efforts involving environmental coalitions and tribal waste capacity building activities.

#### **SUBTASK IVK: HAZARDOUS WASTE COMBUSTION PERMITTING**

On September 30, 1999 EPA published revised emission standards and requirements for hazardous waste burning incinerators, cement kilns, and light-weight aggregate kilns. EPA promulgated the revised standards under the joint authority of RCRA and the Clean Air Act (CAA), using the CAA maximum achievable control technology (MACT) approach. To limit unnecessary regulatory duplication, EPA is deferring the earlier RCRA combustion standards and requirements to these new revised standards. This transition occurs once the facility conducts its comprehensive performance test and submits its Notification of Compliance to its air regulatory authority. These new standards and the deferral to the CAA program is complicated. In addition, since the publication of the final standards, EPA has issued a number of technical corrections, amendments, and other changes. The contractor shall, at a minimum:

- Provide guidance materials for regional and state permit writers to overcome programmatic barriers; and to effect a smooth transition from RCRA to CAA.
- Provide technical and policy analysis for revisions to RCRA combustion standards and guidance;
- Develop and review risk assessment and other site-specific tools to improve combustion facilities' operations;
- Provide technical and policy analysis for revisions to permit procedures, and inspection/enforcement activities;
- Promote program implementation;
- Review and assess source reduction strategies for states, capacity planning and their relationship to permitting, enforcement, other policies, and technical standard setting elements of the national strategy.

#### **TASK V: SPECIAL STUDIES/NEW INITIATIVES**

The contractor shall perform special studies as determined by EPA to support waste management initiatives. Examples of issues are geographic integration of the RCRA program, RCRA Implementation Strategy (RIS), medical and mixed waste, Community Based Environmental Protection (CBEP), Brownfields, Environmental Justice (EJ), pollution prevention (P2), waste minimization, and targeting strategies focusing on environmentally significant facilities. At a minimum, the contractor shall:

- Analyze data and identify data gaps requiring special studies;
- Conduct these studies and provide technical support on these issues.

## **V. PERFORMANCE REQUIREMENTS**

**A. MINIMUM REQUIREMENT FOR DELIVERABLES.** Reports, analyses, recommendations, and other written deliverables resulting from this support contract shall respond to the issues identified by EPA in specific work assignments. As a minimum, deliverable documents shall: (1) explain and rank policy, technical, or action alternatives, if any; (2) describe procedures used to arrive at analyses and recommendations; (3) summarize the substance of deliberations; (4) report any dissenting views; (5) list sources relied upon; and (6) make clear the methods upon which conclusions and recommendations are based. Training materials shall be clearly and directly in support of course objectives identified in work assignments.

**B. USE OF ELECTRONIC MEDIA.** The contractor shall provide deliverables in electronic format in addition to hard copy. The contractor shall use and maintain computer software which is approved and in general use by EPA, such as WORDPERFECT, dBASE III, LOTUS 123, FOCUS, PARADOX, POWER POINT and DREAMWEAVER. Subsequent versions or new software packages shall be incorporated into the efforts conducted in this statement of work. The contractor shall transfer the results of their efforts electronically in all cases (i.e., via commercial phone line, EPA Email or by diskette), unless otherwise authorized by the Contracting Officer, in addition to providing a hard copy directly to EPA. This requirement covers the maintenance/use of several OSW databases, such as the RCRA Info, Biennial Reporting System (BRS), State Authorization Tracking System (STATS), and others. Upon completion of the contract, any databases or systems developed by the contractor for EPA will be transferred to EPA. Also, the following specifications are included for **ELECTRONIC AND INFORMATION TECHNOLOGY (E&IT) AND ELECTRONIC DELIVERABLES:**

### **E&IT**

The new 508 disabilities accessibilities standards spell out which E&IT products need to be accessible to people with disabilities, including those with vision, hearing and mobility impairments. By definition, E&IT includes computers, software applications and operating systems; web-based information or applications (e.g., web sites, databases), telecommunications products (e.g., telephones), video or multimedia products (e.g., CD-ROMs), and self-contained closed products (e.g., information kiosks, transaction machines, copiers, printers, calculators, fax machines, etc.). For more information, see the final 508 standards at <http://www.access-board.gov/news/508-final.htm>.

### **Electronic Deliverables**

#### *Electronic Source Files*



The contractor shall deliver the electronic source files used to create deliverables. All files shall be scanned for viruses prior to delivery to EPA. Unless otherwise specified, all source files developed in proprietary formats should be generated in the following formats depending on the type of file:

Word Processing	WordPerfect	Dreamweaver
Spreadsheet	Lotus 123	
Presentation	Lotus Freelance	
Database	dBase	

For other applications not listed above, approval is needed in advance of use.

### *Electronic Print Files*

Formats shall include standard 8½" x 11" paper to Hewlett Packard LaserJet model IIISi, 4Si, 5Si printers, or color printers; print-to-file (or disk) (PRN) formats; encapsulated postscript files (EPS); portable document formats (PDF); and/or other standard files suitable for printing by the U.S. Government Printing Office (GPO) or GPO contractors. For electronic design and pre-press (EDPP) files being submitted for printing through GPO, the contractor shall furnish entire PostScript 1 fonts. The contractor shall identify the type name and the manufacturer of the font on the file label. For all other requirements, the contractor shall refer to the "GPO Guidelines for Preparing and Submitting Electronic Design and Pre-Press Files". For the most current guidelines on EDPP files, the contractor shall refer to the following web site address: <<http://www.gpo.gov/customer-service/guide3.pdf>>. EDPP files shall be provided in accordance with these GPO Guidelines.

Nontext materials such as drawings, tables, spreadsheets, figures, and photographs shall be provided in suitable formats as integral parts to all documents so that the documents will print in page order without the need to reformat them. Very large electronic files (e.g., >1.4MB) shall be saved as self-extracting Zip files, or, as an alternative, may be "split" into a number of smaller files, but they must still print in sequential page order, i.e., no reformatting required.

### *Internet-Ready Electronic Files*

Unless otherwise specified, the contractor shall provide the deliverables in Internet-ready format. The format selected shall be the best suitable to maintain the integrity of the source format. Common formats include but are not limited to portable document format, ASCII, and hypertext markup language (HTML). Internet ready files shall be legible and logically ordered. Fonts and colors selected shall be appropriate for electronic publishing in addition to non-electronic.

Unless otherwise specified, Internet files greater than 1.4 Megabytes in size (unzipped) shall be broken into multiple files of no greater than 1.4 Megabytes. Standard MS-DOS eight character naming convention apply and appropriate extensions are required (e.g., Adobe Acrobat files must end with ".pdf", and HTML files with ".htm").

All HTML files and web-based applications shall comply with the standards, guidelines and processes in the EPA Web Guide at <http://www.epa.gov/webguide>. All web-based applications under development must complete the Agency's application review process. The selection of the platform for developing web-based applications shall be approved in advance of development.

All HTML and web-based files and applications shall comply with the accessibility standards developed under Section 508 of the Americans with Disabilities Act (<http://www.section508.gov>)

For files posted to the Internet, the contractor shall prepare a descriptive record (or "metadata file") for each deliverable prepared for the Internet. The name of each file should begin with "meta" and be written in ASCII or the Agency standard word processing format. See example below:

## **DESCRIPTIVE RECORD**

### **TO BE FILLED IN BY PROGRAM OFFICE (REQUIRED)**

**TITLE: EXAMPLE:** Hazardous Waste Combustion NESHAPs Toolkit

**ORGANIZATIONAL AUTHOR: EXAMPLE:** Office of Solid Waste, Permits and State Programs Division

### **DESCRIPTION:**

[The two line "description" (**limited to 120 characters**) will be displayed, along with the title, in the results listing which the public receives when they do a "search". It should be pithy and provide additional information beyond what the title tells about the document. The description will help in selecting which documents in a results listing should be looked at. The description does not necessarily have to be complete sentences; explanatory phrases can be used. The title of the document should not be repeated in the description field.]

**ABSTRACT** [You may also provide an abstract of the document which will be placed in a different field of the database]

**EXAMPLE:** Guidance for the 9/30/99 HWC NESHAP addressing hazardous waste incinerators, cement kilns & light-weight aggregate kilns.

**DOCUMENT DATE: EXAMPLE:** July 18, 2000

**REMOVAL DATE: EXAMPLE:** Default (five years from the posting date)

[Enter the date this electronic document/resource should be removed from the site. If there is no specific date, the default is five years from the posting date.]

\*\*\*\*\*

**TO BE FILLED IN BY PROGRAM OFFICE (IF APPLICABLE)**

[If your document is related to a *Federal Register*, you will probably need to fill in some of the fields below.]

**EXAMPLE:** The Toolkit is related to the September 30, 1999 Final Rule: NESHAPs: Final Standards for Hazardous Air Pollutants for Hazardous Waste Combustors

**EXPIRATION DATE: EXAMPLE:** None specified

[Enter the date that indicates when the policy and guidance document identified is no longer effective.]

**CFR CITATION(S): EXAMPLE:** 40 CFR Part 60, 63, 260, 261, 264, 265, 266, 270, 271

**LAW SECTION(S): EXAMPLE:** Section 3004 of RCRA and Section 112 of the CAA

**RELATED CAS NUMBERS: EXAMPLE:** None Specified

**RELATED SIC NUMBERS: EXAMPLE:** None specified

**C. USE OF QUALIFIED EXPERTS.** The contractor shall locate and secure qualified experts as necessary to perform assigned tasks in engineering, statistical, financial, scientific, electronic media, or other fields.

**D. NO CONTRACTOR INTERPRETATION OF POLICY OR REGULATIONS.** The Contractor shall direct to EPA all policy and interpretive questions that arise during conferences, meetings, discussions and workgroup sessions.

**E. GRAPHICS AND CHARTS.** The contractor shall produce training and presentation materials (e.g., agenda, schedules, handouts, charts, slides, overheads etc.), graphics and other documentation under this contract that are clearly and effectively in support of achieving specified work assignment objectives. Media quality, quantity and selection shall be appropriate and optimum for achieving effective communication and information transfer and shall consider at a minimum, the target audience (e.g., background, knowledge level, interests, audience size, etc.); conference/meeting facilities and environment; resources availability; and time efficiency and cost effectiveness.



ATTACHMENT 2

REPORTS OF WORK

**Attachment #2 Reports of Work**

The Contractor shall prepare and deliver the below listed reports to the designated addressees. Each report shall cite the contract number and identify the Environmental Protection Agency as the sponsoring agency.

Required reports are:

A. MONTHLY PROGRESS AND FINANCIAL REPORT/INVOICE REPORT/DELIVERABLES REPORT

The contractor shall prepare a monthly progress and financial report. The report shall state briefly the progress made and the tasks accomplished, including percent completion of the work ordered, during the reporting period. Specific discussions shall include activities and costs associated with administration (e.g., time and travel for monthly meetings) of the contract that are not directly billable to a work assignment, difficulties encountered during the reporting period and remedial actions taken, and a statement of activities to be undertaken and any problems anticipated during the subsequent reporting period. The report shall also include any changes in the work assignment manager or professional staff concerned with the project. In addition, the report shall specify contract financial status as follows:

1. Cumulative detailed costs and detailed direct labor hours expended from the effective date of the contract through the last day of the current reporting period
2. Actual costs and detailed direct labor hours expended during the reporting period
3. Estimated detailed costs and direct labor hours to be expended during the next reporting period
4. Actual detailed costs and direct labor hours incurred for each work assignment issued and estimated of costs and labor hours required to complete each work assignment. The level of detail provided in this section must be sufficient to determine the number of hours charged by each individual person of the contractor's (including subcontractors) team to each work assignment. While this level of detail is not required on the invoice, invoices must be reconcilable on a monthly basis with the financial report on each work assignment that covers the exact same period.
5. A graph shall be provided using a vertical axis for dollars and a horizontal axis for time increments that show the actual and projected rate of expenditures against the total cost of the task.
6. ODCs shall be broken out by substance/category as described in Exhibit 2. All travel shall be itemized and copies of receipts attached as described in Exhibit 2.

Exhibit 1 is a sample format for this report. The contractor's report may differ slightly from the sample; however, the report must contain the same level of detail as shown in the sample.

In addition, the report shall provide a complete cost breakdown for each reporting/invoice period. The level of detail specified on the attached sample is required for each individual work assignment and totaled on a cumulative summary sheet for that invoice. All costs associated with the administration of the contract must also be shown along with the methodology for calculating the administrative costs within the contract.

A table shall be included with the report showing all direct labor and consultant hours billed on the invoice. As a minimum, this table shall show: professional level (PL), individual's name, company affiliation, individual hours charged, and work assignment total hours charged.

Exhibit 2 is a sample format for this report. The contractor's report may differ slightly from the sample; however, the report must contain the same level of detail as shown in the sample.

In addition, the report shall provide a complete list and status of deliverables on a monthly basis. The report shall contain a cumulative list by work assignment of all deliverables requested by the government under this contract. Each deliverable shall be listed along with the work assignment number, the due date of the deliverable, the date the deliverable was delivered (completed), and a brief comment on the status of the deliverable. The report shall include a section which breaks out those deliverables which are due in the next reporting period.

Delivery Information:

- a. Deliver one (1) copy to the Contracting Officer and two (2) copies to the Project Officer and/or the appropriate EPA WAM(s) (see SECTION G for names and addresses)
- b. Deliver by the 15th calendar day following the close of the monthly period being reported
- c. This report shall be submitted in final form only

B. REPORT OF NON-MONTHLY OR "PIPELINE" INVOICES

The information stated on the routine monthly or bi-weekly invoices is to be explained in the Monthly Progress and Financial Report(s) or the Monthly Invoice Cost Report(s) mentioned previously. Any additional invoice, however designated (i.e., "pipeline invoice"), shall be accompanied by its own explanatory report (including labor hours and ODCs). This report shall provide a complete explanation for each amount claimed on the invoice. It shall explain the purpose of each charge and describe the work and/or deliverable with which it is connected. It shall also indicate the specific time period during which each charge was incurred and shall explain the relationship of each charge to those charges incurred during the same time period which appeared on the Monthly Invoice Cost Report.

Deliver Information:

- a. Deliver one (1) copy to the Contracting Officer and two (2) copies to the Project Officer and/or to the appropriate EPA WAM(s) (see SECTION G for names and addresses)
- b. Deliver this report concurrently with the invoice which it explains by the 15th calendar day following the close of the monthly period being reported
- c. This report shall be submitted in final form only

C. WORK PLAN

The contractor shall prepare and deliver work plans pursuant to the provisions of the SECTION B clause entitled "Work Assignment". Each work plan shall provide:

1. Detailed plan for completing the work assignment
2. Statement of the methodology to be used
3. Data sources to be used
4. Level and mix of work hours needed, with names of all proposed personnel
5. A complete schedule of work and deliverables
6. A complete budget, including other costs anticipated for the work assignment
7. Other items as specified in the work assignment

Delivery Information:

- a. Deliver one (1) copy to the Contracting Officer and two (2) copies to the Project Officer and/or to the appropriate EPA WAM(s) (see SECTION G for names and addresses)
- b. Deliver work plans at the times specified in the SECTION B clause entitled "Work Assignments"
- c. Work plans shall be submitted in final form only

D. TECHNICAL REPORTS

Technical reports shall be delivered in accordance with the technical requirements and delivery information set forth in individual work assignments. Additionally, all technical reports shall be accompanied by a technical report abstract as specified in this contract.

E. QUALITY ASSURANCE REPORT

Quality Assurance reports shall be delivered in accordance with SECTION E clause entitled "Higher-Level Contract Quality Requirement (Government Specification)."



EXHIBIT 1  
**MONTHLY PROGRESS REPORT**  
 PERIOD OF \_\_\_\_\_

Date of Report: \_\_\_\_\_ EPA Contract #: \_\_\_\_\_  
 Contractor: \_\_\_\_\_ EPA Work Assignment #: \_\_\_\_\_  
 EPA Work Assignment Manager: \_\_\_\_\_  
 Prepared By: \_\_\_\_\_

Part I.           Activities Undertaken During the Month

Provide detailed summary of activities by task and include any out of town travel

Part II.          Deliverables Submitted During the Month

Include draft and final submissions listed by title and date submitted

Part III.         Difficulties Encountered and Remedial Actions Taken

Detailed summary of contractor/subcontractor difficulties and remedial actions taken by contractor or EPA

Identify activities being held up pending EPA approvals, comments, decisions, etc.; include dates as appropriate

Part IV.         Activities Anticipated During the Next Month

Detailed summary, including dates and titles of any deliverables to be completed

Provide an estimate of next month's hours

Part V.          Estimate Substantial Lagging Costs for the Reporting Period

Provide details on any discrepancies and substantial subcontractor lagging costs. Give estimates of sub's total labor hours expended and a P-level breakdown; can be based on telephone inquiry to the subcontractor/consultant

Identify prime and subcontractor substantial lagging direct cost expenditures, particularly travel costs

Part VI.         Changes in Personnel, if Any, Assigned to Work Assignment

NOTE: the prime shall submit the same level of information for each subcontractor per work assignment and include it as backup to the prime's report



EXHIBIT 1

**MONTHLY PROGRESS REPORT**

WORK ASSIGNMENT # \_\_\_\_\_  
List of Total Labor Hours Charged  
by Professional Category and Employee Name

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Professional Category & Clerical	Employee Name	Total Labor Hours	Total LOE/ Total Clerical
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TOTAL PROFESSIONAL LABOR HOURS:

TOTAL CLERICAL HOURS:

TOTAL HOURS:

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NOTE: Separate Itemization for Each Subcontractor/Consultant

EXHIBIT 2  
**INVOICE COST REPORT**

PER WORK ASSIGNMENT (for Prime and Subs)  
 (Same level of detail is required for all subcontractors)

Contract #: \_\_\_\_\_ Invoice Date: \_\_\_\_\_  
 Invoice #: \_\_\_\_\_ Billing Period: \_\_\_\_\_  
 WORK ASSIGNMENT #: \_\_\_\_\_

TOTAL WORK ASSIGNMENT BUDGET \$: (from work plan)  
 TOTAL WORK ASSIGNMENT HOURS: (from work plan)

**I. DIRECT LABOR**

	<u>Amount Billed</u>	<u>Cumulative Amount Billed</u>
Professional Category/Discipline Labor	\$	
Professional Category/Discipline Labor	\$	
Professional Category/Discipline Labor	\$	
Professional Category/Discipline Labor	\$	
Total Professional Labor	\$	
 Total Clerical Labor	 \$	
Fringe Benefits		
Labor Overhead		
Office Automation Rate		

**II. OTHER DIRECT COSTS**

Local Travel  
 Long Distance Travel  
     - transportation  
     - per diem  
     - incidentals/subsistence  
 Total Travel  
 Postage/Freight  
 Computer  
 Property/Equipment  
 Telephone/Long Distance  
 Photocopying  
 Temporary Help  
 Delivery  
 Materials/Supplies  
 Other Direct Expenses

**III. CONSULTANTS/SUBCONTRACTORS** (Same level of detail as for the Prime)

Consultants \$  
 Subcontractors \$

TOTAL C/SUB

TOTAL DIRECT COSTS \$

G&A (Prime)  
 SUB G&A (All Subs)

IV. TOTAL COSTS (excluding fee)  
V. TOTAL COSTS PLUS FEE

ATTACHMENT 3

MINIMUM STANDARDS FOR EPA CONTRACTOR'S COI PLAN

**MINIMUM STANDARDS  
FOR  
EPA CONTRACTORS' CONFLICT OF INTEREST PLANS**

**1. PURPOSE**

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

**2. COI PLAN**

The contractor's COI Plan is a document which describes the procedures a company used to identify and report COI. Generally, a contractor's corporate COI Plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved COI plan.

**3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS**

**A. CORPORATE STRUCTURE**

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

## B. SEARCHING AND IDENTIFYING COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

## C. DATA BASE

The COI Plan shall require a data base that includes all necessary information for a contractor to review its past work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities:

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed any other pertinent information
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of the past sites (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of the work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

## D. PERSONAL CERTIFICATION

At the minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal



COI and that the individual has read and understands the company's COI Plan and procedures. Employees certifications shall be retained by the company.

#### E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER (DO) NOTIFICATION AND CERTIFICATION

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification with 20 days or receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

#### F. ANNUAL CERTIFICATION

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains an WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification.

#### G. NOTIFICATION AND DOCUMENTATION

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

## H. TRAINING

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

## I. SUBCONTRACTOR'S COI PLANS

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 4

TECHNICAL PROPOSAL INSTRUCTIONS

## ATTACHMENT #4-TECHNICAL PROPOSAL INSTRUCTIONS

### INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF TECHNICAL PROPOSALS

Proposals will be evaluated based on the information presented in the oral presentations, written proposals, and as discussed under the Past Performance criterion. Such information will demonstrate to the evaluators the offerors' qualifications in regard to the evaluation factors set forth below, which are to be evaluated and weighted in descending order of importance as follows:

The following sections give addition specific details on the required composition of each section of the technical proposal. Again, offerors should note the Technical Evaluation Criteria (Attachment 5) which is listed by order of importance. Offerors should note that all references to "offerors", "you," "your", etc., refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

#### 1. WRITTEN PROPOSALS

Written proposals should consist of three sections: Key Personnel, Management Approach, and Past Performance, which are linked to the corresponding evaluation criteria detailed in Section M titled EVALUATION FACTORS FOR AWARD (EPAAR 1552.25-71) (SEP 1996).

##### A. GENERAL INSTRUCTIONS

Technical proposals shall be prepared using the following guidance:

1. **Length** - The maximum total length of the written technical proposals (addressing the three sections described above) shall be limited to 60 typewritten pages (25 double sided pages; anything in excess of 60 typewritten pages will not be considered) on 8½ x 11 inch paper, using no less than 10 point character size and no less than an *average* of 3/4" all around for margins. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, resumes, and briefing charts (maximum 20 pages of charts), Questionnaire Forms to be used in the sample work assignment segment of the oral presentation. Foldout pages are considered as the total number of 8 ½ x 11 inch pages or fractions thereof that they fit. Offerors are strongly urged to be as succinct, clear and concise as possible in writing the proposal, and to adhere to the recommended page limitation.

2. **Organization** - Offerors are advised to supply all information in the sequence and format specified below. The Offeror's proposal and supporting documentation must provide a sufficient basis for a thorough evaluation of the proposal and provide the information needed to evaluate the

proposal in accordance with the evaluation factors set forth in Provision M.3. It is suggested that proposals be placed in binders with dividers clearly indicating the following sections:

- a. Key Personnel
- b. Management Approach
- c. Past Performance

3. **Charts** - In the written proposal, the offerors are encouraged to use quantitative and graphical methods to portray facts whenever possible, through the use of charts, lists, matrices, diagrams, tabulations, etc. Charts, matrices, diagrams, tabulations, etc. **will be** included within the 60 page limitation.

4. **Prohibition of Cost Data** - All costs or pricing details must be omitted from the technical proposal. Unpriced details on labor source, material, travel, and other direct costs shall be presented using exhibits and formats that will facilitate a comparison with the associated costs in your cost proposal.

5. **Exceptions** - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained in the proposal. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

6. **Sufficiency** - The information provided in the technical proposal should be concise, factually complete and responsive. Offerors must clearly demonstrate their ability to meet all the requirements contained in this RFP. Stating that you understand and will comply with the Statement of Work, or parts thereof, is considered to be inadequate. Stock phrases, such as “standard procedures will be employed” and “well-known techniques will be used” are insufficient. The technical proposal must be sufficient to explain how you propose to comply with the Statement of Work (Attachment 1), including a full explanation of the techniques and procedures you propose to follow. **Data previously submitted in response to other Environmental Protection Agency (EPA)/U.S. Government RFPs and incorporated into the technical proposal by reference will not be considered.**

**1. KEY PERSONNEL** (Written Proposal)  
(Criterion II of Attachment 5)

The offeror shall provide a matrix summary table that is consistent with the information required in narrative form regarding proposed personnel. In this section, offerors shall provide details on the experience, availability, and qualifications of proposed key personnel to be utilized on this contract (including subcontractors and consultants).

### **A. Experience, Qualifications, and Commitment of Key Personnel**

Offerors shall demonstrate how the personnel skills proposed in your offer will be present for the duration of the contract: (1) describe the capacity of your organization with respect to current manpower availability, indicate if proposed key personnel are full-time, part-time, or contracted consultant employees; (2) state whether employees on which estimates are based are presently on your payroll and available for this work (if not, state number of types of skills of persons who would have to be hired); and (3) describe your plan for obtaining necessary skills through subcontracting portions (indicate percentages) of this required work. Offerors shall provide resumes for the key personnel proposed in the "Key Personnel" clause (please see the instructions for filling out the solicitation in the Cost Proposal Instructions). Provide percent availability for this contract, for all key personnel. The total number of proposed key personnel shall not exceed six individuals.

The resume shall demonstrate that the proposed personnel possess the qualifications (i.e., education and experience) necessary to successfully manage and perform the SOW. Each resume submitted shall not exceed four (4) typewritten pages in length and must provide the following information:

- i. level of education, degree(s) awarded, if any, and the field of study;
- ii. present job title, description, number of years in that position, and number of years experience in the field of expertise;
- iii. immediate supervisors for the past five years (in reverse chronological order) including the supervisor's name, business address, telephone number, and the employer's company name and address;
- iv. professional accomplishments in terms of relevant publications, honors, awards;
- v. significant and relevant project experience;
- vi. experience in managing or supporting projects in areas similar to the functional requirements described in the solicitation;
- vii. signature of the individual and an authorized official of the offeror's firm;

In addition to i. through vii. above, resumes submitted for all proposed key personnel shall also address the following:

- viii. ability to schedule and coordinate several concurrent tasks;
- ix. ability to manage or support multi-contractor activities;
- x. ability to perform contract administration functions.

To the extent appropriate for a particular key personnel position, candidate resumes and supplementary explanations, if any, should address the candidate's leadership qualities, managerial capabilities, technical skills, and experience necessary for cost-effective, timely and quality participation in, and accomplishment or management of the contract functional

requirements.

The resume shall demonstrate that the proposed personnel possess the qualifications (i.e., education and experience) necessary to successfully manage and perform the SOW.

At a minimum, the government considers the Program Manager, and certain senior level professionals who have been designated, to be key personnel. You may include others with an explanation of why you consider them to be important to the performance of the contract. You should indicate which of these personnel are employees of your company, which are proposed new hires, and which will be provided through subcontractors. The total number proposed shall not exceed nine individuals.

**2. MANAGEMENT APPROACH** (Written proposal)  
(Criterion III of Attachment 5)

a. Offerors shall describe their approach to planning, organizing, and carrying out contract activities as presented in the SOW, so as to ensure effective, efficient, timely, and responsive support. This shall include their description of a proposed management plan, including subcontractors. Offerors shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members, and through lines of authority and communication within the organization, and their ability to resolve potential problems arising during contract performance. This description of management approach should not exceed two pages in length using no less than 10 point character size and no less than an average of 3/4" all around for margins.

b. Offerors should submit a Labor Mix Matrix for the first year of the contract, demonstrating how they plan to distribute the level of effort among the prime and subcontracting team by P-Level. This matrix should reflect the mix of P - Level hours shown in the Cost Proposal Instructions, Attachment 6. This matrix should not exceed one page in length using no less than 10 point character size and no less than an average of 3/4" all around for margins.

**3. PAST PERFORMANCE**  
(Criterion IV of Attachment 5)

1. Past Performance Questionnaires

Offerors shall submit the following information as part of their technical proposal for the proposed prime contractor and for proposed subcontractors whose total estimated price exceeds \$1.0 million. Offerors shall also complete Part A of the Past Performance Questionnaire

(Attachment 9) for any previous and/or current contract and/or subcontract work that the Offeror determines is directly related to the requirements under this RFP. Offerors shall submit one form for each client or reference for whom they have performed work similar in scope to the requirements in the SOW for this RFP. Multiple Project Summaries describing work performed for the same client under the same contract should be included on the same questionnaire form. Questionnaire forms **will not** count toward the 60-page limit of the Offeror's written proposal.

a. A list of the last five (5) contracts/subcontracts completed within the last three (3) years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement. Contracts listed may include those entered into with Federal, State and local governments, and commercial businesses. Include the following information for each contract/subcontract:

- i. name of contracting activity/commercial business;
- ii. contract number and title;
- iii. contract type and total contract/subcontract value;
- iv. brief description of contract/subcontract and the technology areas involved;
- v. period of performance;
- vi. contracting officer/contract administrator's name and telephone number;
- vii. program officer's name and telephone number;
- viii. administrative contracting officer's name and telephone number, if different

from vi.;

- ix. list of major subcontractors [those performing ten percent (10%) or greater of the total level-of-effort] employed by offeror to satisfy contract requirements;

b. Offerors should not provide general information concerning their performance on the identified contracts. General performance information will be obtained from the references.

c. Offerors may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the products or services required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, Government quality awards/recognition, and private sector awards or certifications.

If not bestowed upon the entire company, identify the segment or division of the company that received the award and/or certification. If the award or certification is over three (3) years old, present evidence that qualifications still apply.

d. In accordance with FAR 15.305(a)(2)(ii), offerors may also identify problems encountered on the identified contracts and discuss the corrective actions that offerors have implemented to ensure that the problems are not likely to occur again.



e. Offerors shall inform all individuals identified under vi., vii., and viii. above that EPA Officials will be inquiring into the offeror's past performance. Offerors should use the "Client Authorization Letter," Attachment 8 under Section J, for this purpose. These individuals shall be notified prior to the submittal of this portion of the proposal.

## **2. ORAL PRESENTATIONS**

### **TECHNICAL EXPERTISE/SAMPLE WORK ASSIGNMENTS**

#### **A. GENERAL**

Offerors shall demonstrate and present their technical knowledge concerning the Statement of Work (SOW), and approach to addressing the issues identified in the "Sample Work Assignments" (Attachment 11), through oral presentations. In addition to the oral presentation on the sample work assignments, the offerors will be asked a series of questions (all offerors will be asked the same questions) related to other areas of the SOW (Attachment 1) in order to demonstrate their understanding of the SOW and technical expertise relevant to the SOW. The purpose of the oral presentation will be to obtain information to assess the offerors' understanding of the requirements of the SOW, their knowledge and expertise in performing the tasks identified in the SOW, and their proposed key personnel's expertise and knowledge. Up to six key personnel specifically identified in the written proposal will be allowed to participate in the Oral Presentations.

#### **B. SCHEDULE FOR PRESENTATIONS**

Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. The order in which offerors will make their presentations to the Government will be determined by a drawing of lots by the Contracting Officer after receipt of written proposals. The presentations will be scheduled as tightly together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time. Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be allowed unless determined necessary by the Government to resolve unanticipated problems.

#### **C. PLACE FOR PRESENTATIONS**

Presentations shall be performed in person at EPA headquarters in Washington, DC.

#### **D. VIDEOTAPING**

Presentations will be videotaped by the Government. Each offeror will be provided a copy of his own videotaped presentation if requested. Submission of videotapes or other forms of media containing the presentation are not authorized and such technical proposals shall be rejected.

#### **E. PRESENTATION FORMAT**

1. ***Presentations shall be made by up to six members of the proposed Key Personnel staff*** as determined by the Offeror. Offerors will be given a total of 60 minutes for addressing sample work assignments and 120 minutes to respond to 4 written questions comprise of 60 minutes preparation time and 60 minutes response time. Offerors will make their presentations to the EPA selection officials. The presentations must be complete, concise and clear.

2. Offerors shall demonstrate their technical knowledge and understanding of the SOW in presenting their approach to the two Sample Work Assignments (Attachment 11). The presentation shall address:

- a. Major issues they identify concerning the work assignment;*
- b. Major milestones or activities for the SOW tasks (sub-tasks);*
- c. Estimated time frames/schedules to complete these major milestones or activities;*
- d. Decision points and responsible parties making the decision;*
- e. Contractor actions, EPA actions, actions by other parties;*
- f. Potential problems or bottlenecks to project completion and proposed solutions.*
- g. Proposed staff to be assigned to this WA, including their knowledge, skills, abilities, and previous experience in performing similar tasks.*

3. **Offerors will be given a total of 60 minutes, with no more than thirty (30) minutes maximum for each sample work assignment,** to make their presentation regarding the sample Work Assignments. During each presentation, offerors will address their technical approach to the sample work assignments, discussing the issues, processes, schedules, roles and responsibilities, potential problems and associated solutions for the work assignment. No exceptions to this time frame will be allowed, and presentations shall not exceed the allotted time.

--Offerors shall be limited to no more than 30 briefing charts for the entire 60 minute presentation. The briefing charts may be presented using an overhead projector or a data projector. EPA will provide an overhead projector and a lcd data projector with 1024 x 768 dpi resolution. The briefing charts should highlight information in the briefing, not provide a narrative of the briefing content. The Offeror shall provide 5 copies of the briefing charts for use by EPA

reviewers at the formal presentation. The briefing charts submitted must be copies of the view charts used during the oral presentation. Any substitution of charts will adversely affect the evaluation of the presentation. Offerors are responsible for providing a person to “flip” the briefing charts, if it will not be done by the briefer.

-- The presenters may use name plates to identify themselves if desired, and the name plates will not count against the 30 chart limit.

--Offerors will also be allowed to write on a flip chart during both the 60 minute and the 120 minute (described below) oral presentations to illustrate their points. EPA will provide the flip chart, flip chart paper, and black, red, blue, and green pen markers.

4. Following the 1-hour presentation on the Sample Work Assignments and any request for clarifications from the Government, offerors will be allowed a 15-minute break. ***Following the break, offerors will be given four written questions related to other areas of the SOW to answer orally. Offerors will be given sixty (60) minutes to prepare their responses and sixty (60) minutes to present them.*** Please note that the four questions are intended to be extremely difficult. Potentially, a team of qualified experts could spend days analyzing any one of the issues. The Government expects the offerors to discuss how they would resolve the issues, thereby demonstrating knowledge of all issues.

5. Responses to the questions must be oral, but the team will have access to the Government supplied flip chart during preparation and may use the flip chart during the presentation as a visual aid. Offerors are welcome to bring written reference materials to the oral presentation to assist in preparing responses. Use of telephones or other outside communications such as E- mail in preparing for the presentation will not be permitted. If an offeror is found to be communicating with an outside party, the offeror will no longer be considered for award.

6. Following each of the (60 and 120 minute) presentations described above, the Government may request clarification of any points addressed which are unclear and may ask for explanation or substantiation by the Offeror on any point which was not adequately supported in the presentation. Any such interchange between the Offeror and the Government will be for the sole purpose of clarification only, and will not constitute discussions within the meaning of FAR 15.610. **The Government intends to award a contract without discussions.** If the Government determines that discussions and final proposal revisions are necessary, the Offeror will not be permitted to make any revisions to the oral presentation or to the answers given by the Offeror’s team during the question and answer sessions in writing or otherwise.

7. NO COST OR PRICING information shall be included in the presentation.

ATTACHMENT 5

TECHNICAL EVALUATION CRITERIA

## ATTACHMENT 5 – TECHNICAL EVALUATION CRITERIA

**Overall Rating Score:**      **Superior**  
    **Good**  
    **Satisfactory**  
    **Unsatisfactory**

For evaluation purposes, the technical approach and the key personnel criteria will be comprised of two (2) subsets. The technical approach subsets will be comprised of sample work assignments and pop quiz questions. The key personnel subsets will be comprised orally and written. Each of the subsets will be assigned a 50% weight of importance under their prospective criteria. Please Note: There are **NO** subsets for the Management Approach or Past Performance criteria.

### 1. **TECHNICAL APPROACH** - Technical Expertise/Sample Work Assignments/Pop Quiz Questions (oral presentations)

Offerors shall demonstrate and present their technical knowledge concerning the Statement of Work (SOW), and approach to addressing the issues identified in the “Sample Work Plans” (Attachment 11), through oral presentations. In addition to the oral presentation on the sample work assignments, the offerors will be asked a series of questions (all offerors will be asked the same questions) related to other areas of the SOW in order to demonstrate their understanding of the SOW and technical expertise relevant to the SOW. The oral presentation will be evaluated on the soundness of technical approach and understanding of problems associated with the task; adequacy of project staffing and management plan; degrees to which the proposed schedule is realistic and comprehensive within a multi-task and short end-time tasking environment; and creativity and ingenuity in addressing the requirements of each Work Assignment.

### 2. **KEY PERSONNEL** (written and oral proposal)

The proposed key personnel will be evaluated on the extent to which they possess the appropriate technical knowledge and expertise in the RCRA programs and support activities described in **all** SOW Tasks/Subtasks. In addition, they will be evaluated on their experience in relevant project management, their ability to conduct and manage all of the areas described in the SOW, and the ability to organize and manage complex contracts, government and/or commercial, (including subcontractors) similar to the effort in the request for proposals (RFP), as well as experience in resolving potential problems associated with a cost-plus-fixed-fee type of contract. **Evaluation will be based on both written material and on the oral presentations.** Key Personnel will also be evaluated on their availability to support the resulting contract. Key personnel must provide a clear demonstration that they are available and dedicated (specify a percentage of time) to this

effort and will meet the needs of the customer (EPA). The offeror shall provide a matrix summary table that is consistent with the information required in narrative form regarding proposed personnel.

### **3 . MANAGEMENT APPROACH (Written proposal)**

The offeror will be evaluated on their organizational structure and management methods proposed to manage the effort required under this RFP as detailed below. The offeror's management plan will be evaluated for how it reflects an understanding of the complex nature of the contract, all the contract requirements, and anticipation of potential problems, in a sound, well thought-out and logical manner.

The offeror will be evaluated based on the following: an approach that ensures effective, efficient, and responsive support in relationship to planning, organizing, administering, coordinating, adherence to schedule, and monitoring work for changes to technical direction, as well as remediation of contract issues/problems; implementing financial controls to ensure that the performance of the work is within the prescribed budget; identifying and resolving problems arising during performance of this contract and how their corporate and project management will participate in identifying and resolving such problems; its approach to managing, controlling, and ensuring performance of subcontractors and consultants; facilitating close communication and coordination between the offeror's program staff and the EPA Project Officer and Work Assignment Managers; and finally, demonstrating how quality assurance/quality control procedures will yield products of high quality.

### **4. PAST PERFORMANCE**

Offerors will be evaluated as identified on their past performance under existing and prior contracts for products or services similar to the effort required under the RFP. The offeror shall provide past performance information, as required under the "Technical Proposal Instructions."

Past performance will be evaluated on the following criteria: quality of products or services; timeliness of performance; cost control; management/business relations; and customer satisfaction.

ATTACHMENT 6

COST PROPOSAL INSTRUCTIONS

**COST PROPOSAL INSTRUCTIONS**  
**RCRA HAZARDOUS & SOLID WASTE SUPPORT**

**RFP NO. PR-HQ-02-12880**

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## COST PROPOSAL INSTRUCTIONS

### RCRA HAZARDOUS & SOLID WASTE SUPPORT

The period of performance for this contract includes a two-year base period and one two-year optional period and one one-year optional period. In addition, the contract will contain options to increase quantities during each year of the contract.

Your cost proposal shall be specific, complete in every detail, and separate from your technical proposal. In addition to a copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the cost schedule requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please include the software program used to create this information. Offerors should include the formulas and factors used in calculating the data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, submission of the disk will not affect consideration of your proposal.

I. GENERAL - The offeror shall provide the following information (Items 1 - 7) on the first page of the cost proposal:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Proposed cost, fee and total;
- (5) The following statement:  
     "This proposal is submitted in response to the solicitation in Item 1. By submitting this proposal, the offeror grants to the contracting officer or an authorized representative the right to examine, at any time before award, any of the offeror's books, records, documents, or other records directly pertinent to the information requested or submitted.";
- (6) Date of submission;
- (7) Name, title and signature of authorized representative

A. Clearly identify separate cost data associated with the basic quantity, any options to extend the term of the contract, and any options for the Government to order incremental quantities.

1. Provide the above cost detailed breakdown of cost on spreadsheets (cost schedules) as follows:

**PLEASE NOTE: The cost proposal model provided as EXHIBIT - A may be used, however, offerors should tailor the model to their own normal accounting practices.**

- a. A Total Contract Summary Proposal including:
  - i. Total Contract - Total Basic Quantities for all periods
  - ii. Total Contract - Total Optional Quantities for all periods
  - iii. Total Contract - Total Basic Quantities for all periods + Total Optional Quantities for all periods
- b. A Total Base Period Summary Proposal including:

- i. Base Period - Basic Quantity
    - ii. Base Period - One Option Quantity
    - iii. Base Period - Total Optional Quantities
    - iv. Base Period - Basic Quantity + Total Optional Quantities
  - c. A Total Option Period I Summary Proposal including:
    - i. Option Period I - Basic Quantity
    - ii. Option Period I - One Option Quantity
    - iii. Option Period I - Total Optional Quantities
    - iv. Option Period I - Basic Quantity + Total Optional Quantities
  - d. A Total Option Period II Summary Proposal including:
    - i. Option Period II - Basic Quantity
    - ii. Option Period II - One Option Quantity
    - iii. Option Period II- Total Optional Quantities
    - iv. Option Period II - Basic Quantity + Total Optional Quantities
2. In accordance with FAR 15.403-3(a), provide information sufficient to support the Government's cost realism analysis of your cost proposal.
  3. Submit a current financial statement, including a balance sheet and a statement of profit and loss for the last completed fiscal year. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (e.g., bank loans, letter or lines of credit, etc.).
  4. If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under the proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
  5. Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.
  6. The offeror shall propose, for all optional quantities (increments), the same direct and indirect rates proposed in the offeror's cost proposal for the corresponding base and option periods. (i.e., If a labor rate of \$2 is proposed for Year One, then a rate of \$2 must be proposed for the optional quantities (increments) in Year One.)

## II. DIRECT LABOR

- A. The direct labor hours (level-of-effort (LOE)) appearing below are for professional labor only. These hours do not include management at a level higher than the project management or clerical support staff. If it is your normal practice to include these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly charged man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed.

- B. For the purpose of evaluation, offerors are required to propose the following LOE hours. The offeror's cost proposal must provide the distribution of LOE by professional levels in accordance with the Statement of Work and the Technical Proposal Instructions.

1. BASIC QUANTITIES:

<u>Period</u>	<u>Total</u>
Base Period Year 1	10,000
Base Period Year 2	10,000
Option Period 1 Year 1	10,000
Option Period 1 Year 2	10,000
Option Period 2	10,000

The anticipated percentage of the total hours required for each task is provided in the table below:

	Base Year 1	Base Year 2	Option 1 Year I	Option 1 Year 2	Option 2
Task 1	20%	20%	20%	20%	20%
Task 2	50%	50%	50%	50%	50%
Task 3	5%	5%	5%	5%	5%
Task 4	20%	20%	20%	20%	20%
Task 5	5%	5%	5%	5%	5%

2. OPTIONAL QUANTITIES:

- a. The Government may issue a maximum of 2 order of 3,000 direct labor hours to increase the LOE during the contract's base period; a maximum of 2 order of 3,000 direct labor hours to increase the LOE during the contract's Option Period I; and a maximum of 1 order of 3,000 direct labor hours to increase the LOE during the contract's Option Period II.

For evaluation purposes, offerors are required to propose the following LOE hours for each period:

<u>Period</u>	<u>One Increment</u>	<u>Optional Quantities</u>
Base Period Year 1	3,000	1
Base Period Year 2	3,000	1
Option Period 1 Year 1	3,000	1
Option Period 1 Year 2	3,000	1
Option Period 2	3,000	1

The anticipated percentage of the total hours required for each task is provided in the table below:

	Base Year	Base Year 2	Option 1 Year 2	Option 1 Year 2	Option 2
Task 1	20%	20%	20%	20%	20%
Task 2	50%	50%	50%	50%	50%
Task 3	5%	5%	5%	5%	5%
Task 4	20%	20%	20%	20%	20%
Task 5	5%	5%	5%	5%	5%

- B. The above values represent the Government's estimate of labor mix distribution and do not guarantee the actual distribution levels that will be experienced during contract performance.
- C. Offerors shall use the same personnel identified in their oral technical presentation in preparing their cost proposals.
- D. Attach support schedules indicating types or categories of labor, together with labor hours for each category and rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that of the technical effort.
- E. When identifying individuals assigned to the project, specify in which of the professional categories the individual belongs. If your company proposes an average rate for a company classification, identify the professional level within which each company category falls.
- F. The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.
- G. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.
- H. State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.

- I. With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.

1. Individual's name;
2. Annual salary and the period for which the salary is applicable;
3. List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
4. Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

### III. OTHER DIRECT COSTS

- A. Except as noted below in paragraph (E), for evaluation purposes, offerors are required to propose the following other direct costs for the basic quantity of the base period and each option period to extend the term of the contract.

<u>Period</u>	<u>Travel</u>	<u>Misc. ODCs*</u>	<u>Total ODCs</u>
Base Period Year 1	\$25,000	\$33,033	\$58,033
Base Period Year 2	\$25,000	\$33,033	\$58,033
Option Period I Year 1	\$25,000	\$33,033	\$58,033
Option Period I Year 2	\$25,000	\$33,033	\$58,033
Option Period 2	\$25,000	\$33,033	\$58,033

- B. Except as noted below in paragraph (E), for evaluation purposes, offerors are required to propose the following other direct costs for each optional increment in the base period and each option period to extend the term of the contract.

<u>Period</u>	<u>Travel</u>		<u>Misc. ODCs*</u>		<u>Total ODCs</u>	
	<u>1 Increment</u>	<u>Total</u>	<u>1 Increment</u>	<u>Total</u>	<u>1 Increment</u>	<u>Total</u>
Base Period	\$6,000	\$12,000	\$8,250	\$16,500	\$14,250	\$28,500
Option Period I	\$6,300	\$12,600	\$8,662	\$17,324	\$14,962	\$29,924
Option Period II	\$6,615	\$6,615	\$9,095	\$9,095	\$15,710	\$15,710

\* Miscellaneous Other Direct Costs may include:

Computer/Word Processing  
Telephone  
Postage/Courier

Photocopying  
 Graphics  
 Equipment  
 Supplies  
 Exhibit Space Rental  
 Sampling and Analysis

- C. Identify the major other direct cost items that would be a direct charge under your accounting system on any resulting contract.
- D. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect costs.
- E. Equipment (not including special equipment)
  - 1. EPA does not anticipate furnishing any equipment to the Contractor under this procurement except under unusual circumstances, for example, see paragraph (F) below.
  - 2. Identify existing Government-owned property in the possession of the offeror which the offeror proposes to be used for the performance of the contract, and the Government agency which has cognizance over the property.
- F. Facilities and special equipment, including tooling.
  - 1. If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

#### IV. CONSULTANT SERVICES

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted hourly rate.

#### V. SUBCONTRACTS

When the cost of a subcontract is substantial (10 percent of the prime contractor's estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime contractor's costs. Include a cost analysis of the subcontract costs.

#### VI. INDIRECT COSTS (overhead, general and administrative expenses).

- A. Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide the following detailed supporting computations:
  - 1. Include historical or budgeted data. Indicate whether your computations are based upon historical or projected data.

2. Additionally, provide the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates, and the actual indirect costs.

indirect rates experienced and, if available, the final negotiated rates. For each rate, provide the total dollar amount of pool expenses (the numerator) and total allocation base costs (the denominator), and the number of unallowable costs included in the historical data.

- B. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.
- C. Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' rates at the proposed rates.

**Note: The Government reserves the right to adjust an offeror's or its subcontractors' estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.**

- D. The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if the rates have been recently accepted by a Government agency.

**PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES**

**EXHIBIT A  
COST PROPOSAL MODEL**

**PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT**

**\*\* SUMMARY (Year \_\_\_ of Contract)**

COST ELEMENT	RATE	TOTAL		TOTAL		TOTAL	
		BASE	QUANTITY	OPTIONAL	QTY..	**	
		HOURS	COST	HOURS	COST	HOURS	COST

A - DIRECT LABOR:

(List key personnel)

- 1. Total Professional LOE
- 2. Total Clerical Hours (if applicable)

TOTAL - Direct Labor

B - FRINGE: (if applicable)  
\_\_\_% of Total Direct Labor Costs

C - LABOR OVERHEAD: (if applicable)  
\_\_\_% of Total Direct Labor Costs

TOTAL - Fringe & Overhead

D - OTHER DIRECT COSTS:

E - TEAM

**SUBCONTRACTORS**

- 1.
- 2.
- 3.

TOTAL - Team Subcontractor Cost

F - SUBTOTAL - Estimated Cost without G&A

G- G&A EXPENSE: \_\_\_% of Total Cost (if applicable)

H- TOTAL - Estimated Cost

I - FIXED FEE: \_\_\_% of Total Costs

J - TOTAL - Estimated Cost and Fixed Fee

**\*\* Indicate: Base Period, Option Period I, Option Period II, or Total Contract**



PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B

Summary of Base Period- Includes base period year 1 and year 2 base quantities and 2 optional quantities (1 optional quantity for base year 1 and 1 optional quantity for base year 2)(Total of 26,000 LOE Hours)

Cost Element	Hours	Proposed Amount
A. Direct Labor		
Key Personnel		
Non-key labor categories		
Total Professional LOE		
Administrative/Clerical		
Total Direct Labor		
B. FRINGE: (If Applicable)		
% of (Identify Base)		
C. Overhead: (If Applicable)		
% of (Identify Base)		
D. Other Direct Costs		
Travel		
Miscellaneous ODCs		
Total ODCs		
E. Team Subcontractors (If Applicable)		
1.		
2.		
Total Team Subcontractors		
F. Subtotal - Estimated Cost Exclusive of G&A		
G. G&A Expense		
% of ( Identify Base)		
H. Total Estimated Cost		
I. Fixed Fee		
% of (Identify Base)		
J. Total Estimated Cost and Fixed Fee		

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-1

Total Base Period Base Quantities - Year 1 and Year 2 )(Total of 20,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Amount
A. Direct Labor		
Key Personnel		
Non-key labor categories		
Total Professional LOE		
Administrative/Clerical		
Total Direct Labor		
B. FRINGE: (If Applicable)		
% of (Identify Base)		
C. Overhead: (If Applicable)		
% of (Identify Base)		
D. Other Direct Costs		
Travel		
Miscellaneous ODCs		
Total ODCs		
E. Team Subcontractors (If Applicable)		
1.		
2.		
Total Team Subcontractors		
F. Subtotal - Estimated Cost Exclusive of G&A		
G. G&A Expense		
% of ( Identify Base)		
H. Total Estimated Cost		
I. Fixed Fee		
% of (Identify Base)		
J. Total Estimated Cost and Fixed Fee		

PR-HQ-02-12880  
HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-2

Base Period Year 1 Base Quantity - Total of 10,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

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RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-3

Base Period Year 2 Base Quantity - Total of 10,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-4

1 Option Increment for Base Period Year 1 (3,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

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RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-5

1 Option Increment for Base Period Year 2 (3,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE B-6

Total Option Increments for Base Period Year (6,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

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RCRA HAZARDOUS AND SOLID WASTE SUPPORT

Summary of Option Period I- Includes Option Period 1 and 2 Base Quantities and 2 Optional Quantities ( 1 Optional Quantity for Option Period 1 Year 1 and 1 Optional Quantity for Option Period 1 Year 2) (Total 26,000 LOE Hours)

SCHEDULE C

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			



PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT  
Option Period I Base Quantity (10,000 LOE Hours)

SCHEDULE C-1

Cost Element	Proposed		Proposed Amount
	Hours	Rate	
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE C-2

1 Optional Increment for Option Period I Year 1 (3,000 LOE Hours)

Cost Element	Proposed		Proposed Amount
	Hours	Rate	
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT  
Optional Increment for Option Period I Year 2 (3,000 LOE Hours)

SCHEDULE C-3

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Plus Fixed fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT  
Total Optional Increments for Option Period I (6,000 LOE Hours)

SCHEDULE C-4

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Plus Fixed fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE D

Summary of Option Period II - Includes Base Quantity and 1 Optional Quantity (Total 13,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost Plus Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE D-1

Option Period II Base Quantity (10,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost and Fixed Fee			

PR-HQ-02-12880  
RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE D-2

1 Optional Increment for Option Period II (3,000 LOE Hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Cost Plus Fixed Fee			

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RCRA HAZARDOUS AND SOLID WASTE SUPPORT

SCHEDULE D-3

Total Optional Increments for Option Period II (3,000 LOE hours)

Cost Element	Proposed Hours	Proposed Rate	Proposed Amount
A. Direct Labor			
Key Personnel			
Non-key labor categories			
Total Professional LOE			
Administrative/Clerical			
Total Direct Labor			
B. FRINGE: (If Applicable)			
% of (Identify Base)			
C. Overhead: (If Applicable)			
% of (Identify Base)			
D. Other Direct Costs			
Travel			
Miscellaneous ODCs			
Total ODCs			
E. Team Subcontractors (If Applicable)			
1.			
2.			
Total Team Subcontractors			
F. Subtotal - Estimated Cost Exclusive of G&A			
G. G&A Expense			
% of ( Identify Base)			
H. Total Estimated Cost			
I. Fixed Fee			
% of (Identify Base)			
J. Total Estimated Plus Fixed fee			



ATTACHMENT 7

RATING DEFINITIONS

## **RATING DEFINITIONS**

**SUPERIOR:** The proposal/presentation is fully acceptable as written/presented, and contains one or more significant superior features. The proposal exceeds specified performance or capability in a beneficial way; high probability of success; no significant weaknesses.

**GOOD:** The proposal is responsive with no significant weaknesses. The proposal may contain minor weaknesses and deficiencies that can be readily corrected. Fulfilling the definition of GOOD indicates that, in terms of the specific factor or subfactors the proposal demonstrates the ability to meet the requirements and that this effort has produced or could produce, results which should prove to be beneficial to the Government. Good probability of success.

**SATISFACTORY:** The proposal/presentation is adequately responsive with significant weaknesses and major deficiencies, but correctable. A rating within this category is used when there are no indications of superior features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure.

**UNSATISFACTORY:** The offeror fails to adequately address the requirements of the Statement of Work and Technical Evaluation Criteria. The offeror's interpretation of the Government requirements is so incomplete, vague, incorrect, or risky as to be unsatisfactory/unacceptable. Mandatory corrective action would be required to prevent significant deficiencies from adversely affecting the overall program performance. Low probability of success.

ATTACHMENT 8

CLIENT AUTHORIZATION LETTER

## **CLIENT AUTHORIZATION LETTER**

[Addressee]

Dear *Client*:

We are currently responding to the Environmental Protection Agency's RFP #PR-HQ-02-12880 for the procurement of RCRA Hazardous and Solid Waste Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to \_\_\_\_\_.

[Offeror's point-of-contact]

Sincerely,

ATTACHMENT 9

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

Part A  
(Information Provided by Offeror in Proposal)

Name of Contractor: \_\_\_\_\_  
Contract Number: \_\_\_\_\_  
Contract Title: \_\_\_\_\_  
Total Contract Value: \_\_\_\_\_  
Contract Type: \_\_\_\_\_  
Period of Performance: (from) \_\_\_\_\_ (to) \_\_\_\_\_

RATING : S = SUPERIOR  
          G = GOOD  
          SAT = SATISFACTORY  
          U = UNSATISFACTORY

Performance Elements:

1. Quality of Product or Service:

●Compliance with Contract Requirements

U            SAT            G            S

●Technical Performance

U            SAT            G            S

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Contract Task Performance:

●Met Milestones

U            SAT            G            S

●Responsive to Technical Direction			
U	SAT	G	S
Comments_____			
_____			
_____			
_____			

3. Cost Control:			
●Within Budget			
U	SAT	G	S
●Current, Accurate & Complete Billings			
U	SAT	G	S
●Negotiated Costs vs. Actuals			
U	SAT	G	S
Comments:_____			
_____			
_____			
_____			
_____			

4. Management/Business Relations:			
●Effective Contract Administration			
U	SAT	G	S
●Effective Management			
U	SAT	G	S
●Effective small/small disadvantaged business subcontracting (if app.)			
U	SAT	G	S
●Ease of Communication with Client			
U	SAT	G	S
Comments:_____			
_____			




5. Customer/Client Satisfaction:				
●Satisfaction of End Users with the Contractor's Service				
U	SAT	G	S	
Comments: _____				
_____				
_____				
_____				

Information Provided by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Firm

\_\_\_\_\_  
Mailing Address

Questionnaire Completed by:

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Agency/Firm

\_\_\_\_\_  
Mailing Address



*ATTACHMENT 10*

*INVOICE PREPARATION INSTRUCTIONS*

**INVOICE PREPARATION INSTRUCTIONS  
SF 1035**

*The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:*

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) **The fee** shall be determined in accordance with instructions appearing in the contract.

**NOTE:** Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

**SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS**

*The following backup information is required as an attachment to the invoice as shown by category of cost:*

**Direct Labor** - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

**Indirect Cost Rates** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

**Subcontracts** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

**Other Direct Costs** - identify by item the quantities, unit prices, and total dollars billed.

**Consultants** - by consultant, detailed supporting schedules of each element of cost.

**Contractor Acquired Equipment (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Contractor Acquired Software (if authorized by the contract)** - identify by item the quantities, unit prices, and total dollars billed.

**Travel** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

**NOTE:** For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

## ***SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS***

*The following backup information is required as an attachment to the invoice as shown by category of cost:*

***Direct Labor*** - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

***Subcontracts*** - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

***Other Direct Costs*** - identify by item the quantities, unit prices, and total dollars billed.

***Indirect Cost Rates*** - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

***Consultants*** - by consultant, detailed supporting schedules of each element of cost.

***Contractor Acquired Equipment*** - identify by item the quantities, unit prices, and total dollars billed.

***Contractor Acquired Software*** - identify by item the quantities, unit prices, and total dollars billed.

***Travel*** - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

*The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.*

***NOTE:*** For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

### **RESUBMISSIONS**

*When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in*

*a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.*

**NOTE:** *All disallowances must be identified as such in the accounting system through journal entries.*

*Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.*

### **COMPLETION VOUCHERS**

*Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.*

*In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.*

*The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:*

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.*
- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.*
- (3) **First voucher number and completion voucher number.***
- (4) **Total amount of cost claimed for each cost element category through the completion voucher.***
- (5) **Total Fee awarded.***
- (6) **Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.***
- (7) **Fiscal year.***

- (8) *Indirect cost center.*
- (9) *Appropriate basis for allocation.*
- (10) *Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).*
- (11) *Signature.*
- (12) *Official title.*
- (13) *Date.*

*FINAL VOUCHER AND CLOSING DOCUMENTS*

*After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.*

*In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.*



*ATTACHMENT 11*

*SAMPLE WORK ASSIGNMENTS*

## **Sample Work Assignment 1**

### **RCRA Permitting Support**

#### **I. BACKGROUND**

*Subtitle C of the Resource Conservation and Recovery Act (RCRA) requires the U.S. Environmental Protection Agency to develop, promulgate, and implement regulations, which control the generation, transportation, treatment, storage and disposal of hazardous waste. Issuing permits to treatment, storage, and disposal facilities (TSDFs) is an integral part of these activities. Some of these TSDFs are miscellaneous units (also referred to as Subpart X units).*

*Miscellaneous units are units that do not meet the definitions of conventional RCRA units under 40 CFR Part 264, Subparts I through O (i.e., containers, tanks, surface impoundments, waste piles, land treatment units, landfills, and incinerators) currently requiring a permit. Miscellaneous units include geologic repositories, biological treatment activities, sludge dryers, shredders, carbon regeneration systems, open burning or open detonation of waste explosives, propellants, and pyrotechnics, and other thermal treatment devices. The permit requirements for miscellaneous units, now codified at Part 264, Subpart X, allow tailoring of permits to address site-specific environmental concerns. Because of the wide variation in technologies at miscellaneous units, Subpart X requires facilities to comply with minimum environmental performance standards, rather than minimum technology standards required of conventional RCRA units.*

*Since Subpart X permit conditions are based on the data provided by the applicant, it is important that the data be of sufficient quality to ensure that the unit will operate in a manner that is protective of human health and the environment. This can be especially challenging because, unlike minimum technology standards, minimum environmental performance standards require assessments of all potentially affected environmental media (air, soil, surface and subsurface waters). This environmental performance standard requirement presents new regulatory problems requiring follow-up in the form of guidance and policy statements and training for the permit writer and the surrounding communities.*

#### **SCENARIO**

*States have discussed with EPA difficulties with generators who cease activities and walk away from their operations without properly disposing of the accumulated waste. Because financial assurance is currently only required from TSDFs, the states generally have limited source of funds to dispose of the wastes properly other than to use state funds or a Superfund removal.*

#### **II. PURPOSE AND OBJECTIVES**

*The purpose of this work assignment is to provide the Permits and States Program Division (PSPD) with the following support:*

- *Development of a model Subpart X Miscellaneous Units Permit;*
- *Development and presentation of a Subpart X Miscellaneous Units Permit workshop; and*

- *Develop a model/process to determine if the progress in bringing RCRA GPRA permitting universe facilities located in potential EJ communities, under permits or other approved controls, is keeping pace with progress at facilities in non-EJ communities.*
- *Demonstrate ability to research options of financial assurance.*

### **Task 1 – Model Permit Development**

*The contractor shall develop a draft model permit for Miscellaneous Units regulated under Subpart X. The model permit shall be in modular format covering all the statutory required components.*

### **Task 2 – Complete Workshop Package Development**

**Training package** – *Develop a complete training package for Regional and State permit writers and compliance staff.*

**Assumptions -**    *3-day training workshop  
30 participants*

### **Task 3 – Environmental Justice (EJ) Data Report Development**

*The contractor shall develop a model/process to determine if the progress in bringing RCRA GPRA permitting universe facilities located in potential EJ communities, under permits or other approved controls, is keeping pace with progress at facilities in non-EJ communities. The contractor shall then use the model/process to collect the necessary data to compile an EJ data report.*

### **Task 4– Financial Assurance Option Development**

*The contractor shall provide options for requiring financial assurance for generators as an adjunct to, or replacement for, current controls, and a plan to analyze the options. Please stipulate who under the various options would be responsible for obtaining the financial assurance mechanism, how you would analyze the appropriateness of different mechanisms for providing financial assurance, potential legislative or regulatory difficulties, and what types of mechanisms and amounts would be appropriate.*

## **Sample Work Assignment 2**

### ***RCRA Corrective Action & RCRA Implementation Support***

#### **I. BACKGROUND**

*Subtitle C of the Resource Conservation and Recovery Act (RCRA) requires the US Environmental Protection Agency to develop, promulgate, and implement regulations which control the generation, transportation, and treatment, storage and disposal of hazardous waste. RCRA also provides for States to receive authorization from EPA to carry out a hazardous waste program in lieu of the Federal program, including the issuance and enforcement of permits for the treatment, storage or disposal of hazardous waste. On May 19, 1980, EPA issued its initial set of hazardous waste regulations. Since that time many additional regulations have been issued and the Federal hazardous waste management program is now fully underway. New requirements included in RCRA reauthorization and other waste management legislation may further expand or change the Agency's authority during the course of this contract.*

*The Environmental Protection Agency's Office of Solid Waste (OSW) is responsible for the nationwide implementation of the program to control solid and hazardous wastes. OSW has responsibility for the development and national direction of the hazardous waste permit, closure, post-closure financial responsibility and correction action programs. OSW provides oversight, guidance and support for Regions and States in implementing programs in hazardous waste under Subtitle C.*

*OSW also oversees implementation of the RCRA Subtitle D program which deals with non-hazardous waste. The Agency has an implementation strategy which focuses on a variety of Subtitle D issues including permitting activities, monitoring and enforcement, training, state authorization, and Regional and State coordination.*

#### **II. SCENARIO**

*EPA/OSW Headquarters, EPA Regional Offices, and authorized States have tried to focus attention on developing a solid RCRA Corrective Action (CA) Training Program. There have been several training courses that have been developed, and a couple of the EPA Regional Offices have their own "in-house" RCRA training developmental program.*

*OSW wants to address the continuing need to provide for all stakeholders and customers a more solid framework to training development, in the RCRA Corrective Action (CA) arena. There are a number of preliminary courses available, that could be the 'stepping stone' to learning more about the CA program. Specifically, we need to develop and communicate to a broad audience a message that demonstrates our programmatic conviction that involves the general public. Audiences for this training may involve other Federal agencies, states, industries, public interest groups, as well as the general public.*

### **III. TASKS**

**Task 1 :** *Assist EPA/OSW in identifying and learning from other State/local agencies that have developed a successful RCRA Training program; this task will identify organizational and human factors that will contribute to a successful program integration.*

**Task 2 :** *Assist EPA/OSW in identifying the RCRA course descriptions/listings and modules that would be useful to EPA Regions and States that require training. Identify content of training modules, instructors and student manuals, lecture notes and handouts. Classroom size is for approximately 30 participants, consisting of EPA Regional, HQ, State and interested stakeholders.*

**Task 3 :** *Assist EPA/OSW is developing training tools, materials, and approaches for State/local agencies, community, general public, to develop a strategy for a successful training program that can be easily integrated into any current scenario.*

**Task 4 :** *Assist EPA/OSW in determining how to best organize and maintain our training website so that it serves as an up-to-date/easy-to-use communication mechanism and customers*

**Task 5 :** *Assist EPA/OSW in identifying implementation procedures, conducting policy analyses, data retrieval on programmatic and public involvement activities and other efforts that contribute to a successful RCRA programmatic implementation.*

**Task 6 :** *Assist EPA/OSW in developing a strategy in analyzing Agency policy documents and other records and background information on organizational roles, functional responsibilities and program priorities.*

**Task 7 :** *Assist EPA/OSW in identifying support for development of procedural and oversight guidance to enhance facility compliance with self-implementing bans or requirements and their integration into Agency or State permits, closures, and corrective action.*